

## SCHEDULE 2 – STANDARD TERMS AND CONDITIONS (Annex-A of Framework Supply Agreement)

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**SCHEDULE 2  
STANDARD TERMS AND CONDITIONS**

**A. GENERAL TERMS AND CONDITIONS**

**1. DEFINITIONS**

**“Agreement”** means the framework supply agreement entered into between the Supplier and the Customer including, without limitation, the Schedules.

**“AML Laws”** has the meaning given to it in Clause 14.

**“Anti-bribery Laws”** has the meaning given to it in Clause 13.

**“Applicable Laws”** means the UAE Federal laws (as applied in Ras Al Khaimah) as well as the applicable local laws of Ras Al Khaimah, United Arab Emirates, including in particular, the laws governing the manufacture, labelling, packing, storage, distribution, transportation, sale and purchase of products, the standards of quality in relation to products and services and health and safety.

**“Confidential Information”** means all information relating to the Disclosing Party or any Relevant Person or in connection with the Agreement which is provided by the Disclosing Party or any of its affiliates or advisers to the Receiving Party in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information but excludes information that:

- a) is or becomes public information other than as a direct or indirect result of any breach by the Receiving Party of the Agreement;
- b) is identified in writing at the time of delivery as non-confidential by the Disclosing Party or its advisers;
- c) is developed by the Receiving Party independently of the Disclosing Party’s Confidential Information; or
- d) is known by the Receiving Party before the date the information is disclosed to the Receiving Party by the Disclosing Party or any of its affiliates or advisers or is lawfully obtained by the Receiving Party after that date, and which, in either case, as far as the Receiving Party is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality.

**“Customer”** means the Party referred to as such in the parties’ block at the start of the Agreement.

**“Customer Materials”** means all documents, information, items and materials in any form (whether owned by the Customer or a third party), which are provided by the Customer to the Supplier in connection with the Services.

**“Defective Products”** means and includes any Products:

- a) which do not meet the description and specifications agreed between the Parties set out in the relevant Purchase Order;

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- b) whose serial, model or identification numbers, labels, and/or other trade identification symbols or any products features, parts or components or packing or any writings thereon are or have been removed, altered, substituted or in any manner modified or otherwise tampered with without prior approval;
- c) which infringe any Intellectual Property rights of any third party;
- d) which are or have been designed, manufactured, marketed, promoted, advertised, distributed, transported, stored, displayed, labelled, sold or otherwise dealt with in violation or contravention of any third party’s rights, law, rule, regulation, ministerial decision, decree or judicial order for the time being in force in the Territory; or
- e) which are otherwise counterfeit, non-genuine or cause or intended to cause deception or confusion as to their use, source or trade identity or manufacture.

**“Delivery Date”** means the date of delivery of the Products as specified in the relevant Purchase Order.

**“Delivery Note”** means a document prepared by the Supplier listing all Products and/or Services delivered to the Customer and the date of such delivery.

**“Disclosing Party”** means the Party disclosing the Confidential Information.

**“Dispute”** means any dispute, claim, or controversy arising out of or in connection with this Agreement, including its existence, validity, interpretation, performance, breach, or termination, and any related non-contractual obligations.

**“Effective Date”** means the date specified as the “Effective Date” in Particular 1.

**“Expiry Date”** means the date specified as the “Expiry Date” in Particular 2.

**“Force Majeure Event”** has the meaning given to it in Clause 17.1.

**“Force Majeure Period”** means the time period specified in Particular 8.

**“Intellectual Property”** means any patent, copyright, trademark, trade name, service mark, service name, brand mark, brand name, logo, corporate name, internet domain name or industrial design, any registrations thereof and pending applications therefore (to the extent applicable), any other intellectual property right (including, without limitation, any know-how, trade secret, trade right, formula, conditional or proprietary report or information, customer or membership list, any marketing data, and any computer program, software, database or data right), and license or other contract (including without limitation license(s) to use specific telephone numbers and/or radio channels/frequencies) relating to any of the foregoing, and any goodwill associated with any business owning, holding or using any of the foregoing.

**“Manufacturer”** means the manufacturer of one or more of the Products.

**“Particular”** means a particular set out in the main body of the Agreement.

**“Party”** means a party to the Agreement.

**“Performance Date”** means the date of completion of the performance of the Services as specified in the relevant Purchase Order.

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**“Permitted Purpose”** means, in respect of a Party, for the purpose of exercising its rights and performing its obligations under or in connection with the Agreement.

**“Place of Delivery”** means the place of delivery of the Products and/or the Services (as applicable) specified in the relevant Purchase Order.

**“Purchase Order”** has the meaning given to it in Recital B in the Agreement.

**“Receiving Party”** means the Party receiving the Confidential Information.

**“Recitals”** means the recitals of the Agreement.

**“Relevant Person”** means, in relation to a Party, its officers, directors, employees, professional advisers and auditors.

**“Rejection Costs”** means any costs and expenses incurred by the Customer and properly documented and charged to the Supplier as a result of the Customer rejecting Defective Products.

**“Sanctioned Territory”** means any country or territory that is the subject or target of comprehensive country-wide or territory-wide Sanctions (commonly referred to as embargoed territories) which, as of the date hereof, comprise of Crimea, Cuba, Iran, North Korea, Syria and the non-government controlled oblasts of Kherson, Zaporizhzhia, Donetsk and Luhansk of Ukraine.

**“Sanctions”** means any financial or trade sanctions administered by the United States (including through the Office of Foreign Assets Control of the U.S. Department of the Treasury, the U.S. Department of State or the Bureau of Industry and Security of the U.S. Department of Commerce), the United Nations Security Council, the European Union, the United Kingdom or the United Arab Emirates.

**“Services”** has the meaning given to it in Recital B in the Agreement.

**“Service Centre”** means a fully equipped facility manned by qualified, properly trained and competent staff and technicians possessing the necessary skills to carry out all repairs and maintenance works and the requisite authority to perform and discharge all Warranty obligations in relation to the Products.

**“Supplier”** means the Party referred to as such in the parties’ block at the start of the Agreement.

**“Term”** means the period starting on the Effective Date and ending on the Expiry Date.

**“Territory”** means the Emirate of Ras Al Khaimah.

**“UAE”** means the United Arab Emirates.

**“Warranty”** means a warranty given by a Manufacturer in relation to a Product.

**2. INTERPRETATION**

2.1 Where the context requires, words importing the singular shall include the plural and vice versa.

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- 2.2 Where the context requires, words importing persons shall include firms and corporations, government entities, or any association or partnership (whether or not having a separate legal personality) or any combination of any of them.
- 2.3 A reference in these Terms and Conditions to any clause, sub-clause or paragraph is, except where it is expressly stated to the contrary, a reference to such clause, sub-clause or paragraph in these Terms and Conditions.
- 2.4 Save where it would increase the Customer’s liability, any law or decree or any section of any law or decree will be deemed to include reference to any modification or re-enactment thereof for the time being in force and all instruments, orders, regulations, by-laws, permissions and directions at any time made thereunder.
- 2.5 The headings contained herein are for reference purpose only and do not form a part hereof and shall not be deemed to alter or affect the meaning of any of the provisions hereof.
- 2.6 These Terms and Conditions shall be binding on and inure to the benefit of the Parties and their successors and permitted assigns.
- 2.7 The documents comprising the Agreement are complementary of one another, but in case of ambiguities, discrepancies or inconsistencies among them, the following order of priority shall apply:
  - 2.7.1 the relevant Purchase Order;
  - 2.7.2 the Particulars; and
  - 2.7.3 these Terms and Conditions.

**3. BASIS OF CONTRACT**

- 3.1 The Purchase Order constitutes an offer by the Customer to procure Services from the Supplier in accordance with the terms and conditions of the Agreement.
- 3.2 The Supplier may only accept orders for the supply of provision of Services to the Customer under a validly executed Purchase Order. The Customer accepts no liability for any costs or expenses incurred by the Supplier where no such Purchase Order has been received by the Supplier.
- 3.3 The Supplier agrees to provide the Services as set out in the relevant Purchase Order(s) in accordance with the terms of the Agreement. Neither the Supplier nor the Customer shall be bound by any other terms (express or implied) in relation to the Agreement, unless required by Applicable Laws. For the avoidance of doubt, the Parties acknowledge and agree that any terms and conditions of the Supplier shall not apply to the Agreement or any Purchaser Order, unless required by Applicable Laws.

**4. MUTUAL REPRESENTATIONS**

- 4.1 Each Party represents and warrants that it has the full power and authority to execute and deliver the Agreement, and that the Agreement, when executed, will constitute a valid and binding obligation on such Party.
- 4.2 The Parties undertake to ensure the continued validity of the above representations throughout the Term. In case any event occurs or circumstance arises rendering the above

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representations incorrect or invalid in respect to a Party, such Party shall immediately inform the other Party.

**5. SUPPLIER’S OBLIGATIONS AND WARRANTIES**

- 5.1 During the Term, the Supplier shall maintain at least the standards of quality as required by the local authorities and Applicable Laws in relation to the Services.
- 5.2 The Supplier warrants that it will comply with Applicable Laws and regulations in supplying the Products and/or providing the Services (as applicable), including without limitation all import, export, environmental and data privacy laws and regulations. Any Products or data or artifacts extracted from or built on data sent to, exposed to or presented to the Customer or its users shall (a) contain no hidden files; (b) not alter, damage, or erase any data, data product, or computer programs without knowledge and control of a person operating or using the computing equipment (software or hardware or a combination thereof) on which it resides; (c) contain no key, node lock, time-out, scrambling device, or other function, whether implemented by electronic, mechanical or other means, which restricts or may restrict use or access to any programs, data, or data product; and (d) not contain harmful code. To the extent the Supplier shares any personal data with the Customer, the Supplier warrants that it shall have obtained all consents required to do so under Applicable Laws.
- 5.3 To the extent the Supplier is:
  - 5.3.1 providing any Services to the Customer, the representations and warranties set out in Clauses 28 and 29 shall apply.
- 5.4 Any warranty given under these Terms and Conditions is in addition to and not, to the exclusion of, any warranty or service guarantee stated in the Particulars or the relevant Purchase Order(s) or offered by the Supplier or implied or required by Applicable Laws.

**6. ORDERS**

- 6.1 Each transaction with respect to Services shall be initiated by the placement of a Purchase Order by the Customer to the Supplier specifying the details of the Services, quantities and other requirements. Any discrepancy in the Purchase Order must promptly upon discovery by the Supplier be notified in writing to the Customer for correction.
- 6.2 The Supplier will ensure that any Purchase Order receives careful attention and is executed strictly according to all the requirements contained therein.
- 6.3 The Customer makes no commitment as to any minimum order quantity for any Services.
- 6.4 Time is of the essence for the Purchase Orders. The time stipulated for delivery of Services in the relevant Purchase Order shall be strictly adhered to.

**7. VARIATIONS TO A PURCHASE ORDER**

The Customer or the Supplier may propose changes to a Purchase Order, but no proposed changes shall be effective until a relevant change order has been executed in writing by both the Customer and the Supplier unless agreed otherwise in the relevant Purchase Order.

**8. HEALTH AND SAFETY**

- 8.1 The Supplier shall comply with the statutory health and safety requirements applicable with respect to the transportation and delivery of the Services and shall ensure that all its

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employees and sub-contractors have read, fully understand and strictly comply with all such requirements.

8.2 The Supplier shall ensure that its personnel adhere to the Customer’s health and safety policies and practices (if any), as shall be shared by the Customer from time to time, when transporting and delivering the Services to the Customer. The Supplier shall, and shall procure that its personnel shall, adhere to all instructions with respect to health and safety given by the Customer’s representative and all personnel authorised by the Customer to issue any such instructions.

9. **PRICE AND PAYMENT**

9.1 The list of the Services and the unit prices / pricing policy at which the Services shall be supplied to the Customer are set out in **SCHEDULE 1** to the Agreement.

9.2 The prices in are all-inclusive and shall be deemed to include all charges, taxes (including, without limitation, any value added tax), duties, levies, transportation costs, packaging costs and delivery costs and all other expenses to be incurred in the supply and delivery of the Products and/or the Services (as applicable).

9.3 The Supplier must attach a copy of the Delivery Note signed by the Customer’s representative and a copy of the Purchase Order to the invoice or billing statement and forward all documents to the Customer for payment processing. The Supplier must issue an official receipt to evidence payment by the Customer. The Customer shall have no obligation to pay any invoice/billing statement issued more than ninety (90) calendar days after performance of the Services stated in the Purchaser Order.

9.4 The Customer shall settle the amounts payable under a validly executed Purchase Order in accordance with the payment terms set out in Particular 7, except for any amounts disputed by the Customer.

9.5 In the event that the Customer disputes any amount appearing in any invoice, the Customer shall settle the undisputed portion of such invoice, and the Parties shall endeavour to resolve such dispute amicably. If the Parties are unable to resolve such dispute amicably, the provisions of Particular 18 shall apply.

9.6 In the event of expiration of the Supplier’s trade license or any other permits or licenses required in connection with the delivery of services, the Customer shall have the right to withhold any due payment until receiving a copy of such renewed license or permit.

9.7 The payment by the Customer of any amount (whether in dispute or not) will not constitute acceptance of the Services or admission of any liability or of any obligation to make that payment. The Customer may deduct from monies due or to become due to the Supplier the following amounts (plus any applicable tax, in respect of deductions payable):

9.7.1 all debts and monies due from the Supplier to the Customer arising from or in connection with a Purchase Order; and

9.7.2 all liabilities which the Customer may have paid, suffered or incurred and which Supplier is liable to bear, pay or reimburse to the Customer.

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**10. TAXES**

- 10.1 The prices of Services set out in **SCHEDULE 1** to the Agreement are all-inclusive and shall be deemed to include all charges, taxes (including, without limitation, any value added tax (“**VAT**”)), duties, levies, transportation costs, packaging costs and delivery costs and all other expenses to be incurred in the delivery of the Services.
- 10.2 The Supplier shall indicate its Tax Registration Number in every invoice it submits for payment.
- 10.3 Subject to Clause 10.1 above, all payments under the Agreement, including, without limitation, the prices of Services are inclusive of any taxes (including VAT), duties, levies, fees, or charges imposed by any governmental authority on the income or profits derived from such payments (“**Taxes**”).
- 10.4 The Customer shall deduct or withhold from any payments under the Agreement any Taxes that it is required by applicable law to deduct or withhold and remit such Taxes to the relevant governmental authority on behalf of the Supplier in accordance with the applicable law and provide the Supplier with official receipts or other evidence of such remittance.
- 10.5 If any Taxes are required to be deducted or withheld from any payments under the Agreement, the net amount received by the Supplier after such deduction or withholding is considered as full payment under the Agreement.
- 10.6 The Supplier shall be solely responsible for filing any tax returns, reports, or declarations and paying any Taxes that are imposed on the Supplier by any governmental authority on the income or profits derived from the payments under the Agreement, except for any Taxes that are deducted or withheld and remitted by the Customer in accordance with this Clause.
- 10.7 The Supplier shall indemnify and hold harmless the Customer from and against any and all claims, liabilities, losses, damages, penalties, interest, expenses (including without limitation, reasonable attorneys’ fees and expenses) and costs arising from or relating to any claim or assessment of taxes, interest or penalties resulting from the Supplier’s acts, omissions, or failure to comply with its obligations under this Clause or any applicable tax law, including any Taxes that are imposed on the Customer by any governmental authority as a result of the Supplier’s status, residence, or activities.
- 10.8 The Parties shall cooperate fully with each other in connection with any audit, assessment, investigation, or other proceeding involving the Taxes of a Party in relation to the Agreement. Each Party shall provide the other Party with any assistance, information, documents, or certificates that may be reasonably requested or required to comply with such Party’s obligations under this Clause or any applicable law, or to claim any exemptions, reliefs or credits that may be available under any applicable treaty, law, regulation or agreement.
- 10.9 If there is any change in applicable law or regulation which affects the tax treatment of the Services contemplated by the Agreement, either Party may request a modification to the Agreement. The Parties shall negotiate in good faith to modify the Agreement as necessary to comply with the changed law or regulation, and any resulting modifications shall be in writing and signed by both Parties.

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**11. INTELLECTUAL PROPERTY**

- 11.1 The Supplier warrants and represents that the sale of the Products and/or provision of the Services (as applicable) does not infringe any third party Intellectual Property and the Supplier shall fully indemnify and hold harmless the Customer in relation to any loss or damage it suffers or incurs Customer a result of any third party Intellectual Property right claims in relation to any Products and/or Services supplied to the Customer.
- 11.2 Any specifications, plans, drawings, designs or other technical information supplied by the Customer to the Supplier in connection with the Agreement shall remain at all times the property of the Customer and shall be treated as confidential and shall not be published or disclosed to any third party or used by the Supplier save with the prior written consent of the Customer.

**12. LIABILITY AND INDEMNITY**

- 12.1 The Supplier hereby agrees and undertakes fully and effectively to indemnify and keep indemnified the Customer, its affiliates and their respective directors, officers, employees, agents and permitted assigns from and against any and all damages, losses, claims, demands, expenses, penalties, costs, and liabilities including, without limitation, reasonable attorney’s and expert’s fees which the Customer may from time to time incur, suffer or expend in relation to or in connection with:
  - 12.1.1 the breach by Supplier of any of its duties and obligations hereunder or of any representation or warranty made hereunder;
  - 12.1.2 the gross negligence, fraud or wilful misconduct of the Supplier; or
  - 12.1.3 the non-compliance by the Supplier of any of the Applicable Laws.
- 12.2 Neither Party shall in any circumstance be liable to the other Party for any loss of profits or revenue, consequential losses, indirect losses or special damages, it being understood that the foregoing shall not apply to any breach by the Supplier of Clause 11.1.

**13. ANTI-BRIBERY AND ANTI-CORRUPTION**

The Supplier shall, and shall procure that the Supplier’s employees, directors, officers and agents shall, comply with all applicable laws relating to anti-bribery and anti-corruption, including, but not limited to, Articles 275 to 287 of UAE Federal Law No. (31) of 2021, the UK Bribery Act 2010 and the U.S. Foreign Corrupt Practices Act of 1977 (the “**Anti-bribery Laws**”) during the Term. The Supplier shall notify the Customer in writing if it becomes aware of any breach of any Anti-bribery Laws in connection with the Agreement or has reason to believe that it or any of its employees, directors, officers or agents have received a request or demand for any undue financial or other advantage in connection with the Agreement.

**14. ANTI-MONEY LAUNDERING**

The Supplier shall, and shall procure that the Supplier’s employees, directors, officers and agents shall, in connection with the Agreement, comply with all applicable laws relating to anti-money laundering, including, but not limited to, Federal Decree-Law No. 20 of 2018 On Anti-Money Laundering and Combating the Financing of Terrorism and Financing of Illegal Organisations and Cabinet Decision No. (10) of 2019 Concerning the Implementing Regulations of Decree Law No. (20) of 2018 On Anti-Money Laundering and Combating the Financing of Terrorism and Illegal

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Organisations (the “**AML Laws**”) during the Term. The Supplier shall notify the Customer in writing if it becomes aware of any breach of any AML Laws in connection with the Agreement.

**15. SANCTIONS**

- 15.1 The Supplier represents and warrants that neither the Supplier, nor, to the best knowledge of the Supplier, any of its directors, officers or employees, affiliates, agents or other persons acting on its behalf, is (i) controlled or 50% or more owned in the aggregate by or is acting on behalf of, one or more individuals or entities that is a designated target of Sanctions; or (ii) is located, organised or resident in a Sanctioned Territory.
- 15.2 The Supplier shall not, and shall procure that the Supplier’s employees, directors, officers and agents shall not, in connection with the Agreement, directly or indirectly, engage in any conduct or activity (i) involving any person that is currently controlled or 50% or more owned in the aggregate by or who is acting on behalf of, one or more individuals or entities that is a designated target of Sanctions; (ii) involving any person or entity currently located, organised or resident in a Sanctioned Territory; or (iii) that will result in a violation by any person of applicable Sanctions.

**16 CONFIDENTIALITY**

- 16.1 Each Party may have access to Confidential Information of the other Party in relation to the Agreement. The Receiving Party undertakes:
  - 16.1.1 to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by Clause 16.3 below and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information, but not less than the reasonable degree of care required to prevent disclosure of the Confidential Information;
  - 16.1.2 to keep confidential and not disclose to anyone except as provided for by Clause 16.3 below the fact that Confidential Information has been made available, or that the Agreement is in existence; and
  - 16.1.3 to use the Confidential Information only for the Permitted Purpose.
- 16.2 The Receiving Party shall take all necessary steps to prevent the unauthorised use, disclosure, reproduction, or publication of the Confidential Information.
- 16.3 The Receiving Party may disclose the Confidential Information:
  - 16.3.1 to its Relevant Persons, but only on a need-to-know basis insofar as such persons are aware of its confidential nature and of these Terms and Conditions, except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by equivalent requirements of confidentiality in relation to the Confidential Information;
  - 16.3.2 to any person to whom information is required or requested to be disclosed by any governmental, taxation or other competent regulatory authority, the rules of any relevant stock exchange or pursuant to any applicable law or regulation; and/or
  - 16.3.3 with the Disclosing Party’s prior written consent.

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- 16.4 The obligation to maintain the confidentiality of the Confidential Information shall continue to apply for a period of five (5) years from the Expiry Date.
- 16.5 The Receiving Party agrees (to the extent permitted by law and regulation) to inform the Disclosing Party promptly:
  - 16.5.1 where legally allowed to do so, of the circumstances of any disclosure of Confidential information made pursuant to Clause 16.3.2 above; and/or
  - 16.5.2 upon becoming aware that Confidential Information has been disclosed in breach of the Agreement.
- 16.6 The Receiving Party will, within seven (7) calendar days upon receipt of a written demand from the Disclosing Party:
  - 16.6.1 return to Disclosing Party the Confidential Information (and all and any copies thereof or of any part thereof);
  - 16.6.2 destroy or permanently erase the Confidential Information from any computer, USB, or other similar device into which it was entered by it or on its behalf, by its representatives and/or employees; and
  - 16.6.3 destroy all notes, reports, analysis or records of the Confidential Information including materials created by the Supplier or on its behalf or by its employees or representatives or on their behalf.

**17 FORCE MAJEURE**

- 17.1 In this clause, a “Force Majeure Event” shall mean any circumstance not within a Party’s reasonable control including, without limitation:
  - 17.1.1 acts of God, flood, drought, earthquake or other natural disaster;
  - 17.1.2 epidemic or pandemic;
  - 17.1.3 terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
  - 17.1.4 nuclear, chemical or biological contamination or sonic boom;
  - 17.1.5 any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
  - 17.1.6 collapse of buildings, fire, explosion or accident; and
  - 17.1.7 interruption or failure of utility service.
- 17.2 In the event the Supplier fails to fulfil its obligations under the Agreement because of a Force Majeure Event, it shall notify the Customer of the occurrence of this Force Majeure Event as soon as possible and, in any case, within five (5) calendar days of the occurrence of the Force Majeure Event. If the Force Majeure Event affects the delivery of the Products and/or Services for more than the Force Majeure Period, then the Customer shall have the right to cancel the Purchase Order and, if the Customer does cancel the Purchase Order, the Supplier shall promptly provide the Customer with a full refund of any and all monies paid.

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**18 SIGNIFICANT CHANGES**

18.1 The Supplier shall immediately notify the Customer in writing of the following:

- 18.1.1 any change in ownership of the Supplier;
- 18.1.2 any adverse changes to the business of the Supplier or to the Products and Services (as applicable); and
- 18.1.3 any restrictions on the Supplier’s ability to supply the Products and/or provide the Services (as applicable) to the Customer.

**19 TERMINATION**

19.1 Termination due to breach

19.1.1 If either Party fails to fulfil any obligations under the Agreement, then the other Party may serve a notice requiring the defaulting Party to remedy the breach within fifteen (15) calendar days. If the breach is not remedied within the aforesaid period of fifteen (15) calendar days, then the non-defaulting Party shall be entitled to terminate the Agreement with immediate effect by written notice to the other Party. In such cases, the Parties agree that the Agreement shall be terminated as of the date of the written notice, and no court order confirming the termination shall be required.

19.1.2 In addition to, and without limitation the Customer’s rights under, Clause 19.1.1, if the Supplier fails to fulfil any obligations under a Purchase Order, then the Customer may serve a notice requiring the Supplier to remedy the breach within fifteen (15) calendar days. If the breach is not remedied within the aforesaid period of fifteen (15) calendar days, then the Customer shall be entitled to terminate such Purchase Order with immediate effect by written notice to the Supplier. In such cases, the Parties agree that such Purchase Order shall be terminated as of the date of the written notice, and no court order confirming the termination shall be required.

19.2 Right of immediate termination

Either Party may terminate the Agreement immediately by written notice to the other Party if the other Party:

- 19.2.1 repeatedly breaches any of the terms of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement;
- 19.2.2 the other Party ceases, or threatens to cease, to carry on all or substantially the whole of its business;
- 19.2.3 the other Party’s financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Agreement is in jeopardy;
- 19.2.4 becomes insolvent or admits its inability to pay its debts generally as they become due;
- 19.2.5 becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law;

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- 19.2.6 is dissolved or liquidated or takes any corporate action for such purpose;
- 19.2.7 makes a general assignment for the benefit of creditors; or
- 19.2.8 has a receiver, trustee, custodian or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

Furthermore, the Customer may terminate the Agreement immediately if the Supplier is in breach of Clauses 13, 14 and/or 15.

19.3 Termination without cause

The Customer may at its sole and absolute discretion terminate the Agreement or any Purchase Order (as applicable) by serving a thirty (30) calendar days prior written notice to the Supplier without any liability or compensation unless, in the case of a Purchase Order, the Parties have agreed to a different notice period in such Purchase Order. In this event, and as full and final payment/settlement for the Supplier, the Customer shall pay to the Supplier all amounts due and not previously paid for Services which have been satisfactorily performed in accordance with the Agreement prior to the effective date of termination. In such cases, the Parties agree that the Agreement or the relevant Purchase Order (as applicable) shall be terminated as of the effective date of termination, and no court order confirming the termination shall be required.

**20 CONSEQUENCES OF TERMINATION AND SURVIVAL**

- 20.1 Termination of the Agreement shall not affect the rights of the Parties that have accrued prior thereto.
- 20.2 The following clauses shall continue in force after termination or expiry of the Agreement: Clause 1 (Definitions), Clause 2 (Interpretation), Clause 0 (Intellectual Property Rights), Clause 12 (Liability and Indemnity), Clause 16 (Confidentiality), Clause 20 (Consequences of Termination and Survival), Clause 21 (Severability), Particular 16 (Miscellaneous), Particular 17 (Governing Law), and Particular 18 (Jurisdiction).

**21 SEVERABILITY**

If any term, provision, covenant or restriction in these Terms and Conditions is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of the Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**22 AMENDMENTS AND WAIVERS**

- 22.1 No supplement, modification, waiver or termination of any term of the Agreement, including these Terms and Conditions, shall be binding unless executed in writing by the Parties.
- 22.2 A waiver of any right or remedy under the Agreement or by the Applicable Laws is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 22.3 A failure or delay by a Party to exercise any right or remedy provided under the Agreement or by Applicable Laws shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single

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or partial exercise of any right or remedy provided under the Agreement or by Applicable Laws shall prevent or restrict the further exercise of that or any other right or remedy.

**23 ASSIGNMENT**

The Supplier shall not assign its rights or obligations under the Agreement without the prior written consent of the Customer. The Customer may assign the Agreement or any part thereof to any third party subject to prior written consent of the Supplier, which shall not be unreasonably withheld.

**24 INDEPENDENT CONTRACTOR**

The Supplier will perform its obligations under the Agreement as an independent contractor and in no way will the Supplier or any of its employees be considered employees, agents, partners, fiduciaries, or joint venturers of the Customer. The Supplier and its employees will have no authority to represent the Customer or its affiliates or bind the Customer or its affiliates in any way, and neither the Supplier nor its employees will hold themselves out as having authority to act for the Customer or its affiliates.

**25 FURTHER ASSURANCE**

Each Party agrees, at its own cost, to execute and deliver to the other such additional documents, and take such additional actions, as may be reasonably necessary in order to implement and give full legal effect to the Agreement.

**26 ENTIRE AGREEMENT**

The Agreement, including these Terms and Conditions, together with other agreements, documents and instruments expressly stated to be supplementary to the Agreement and together with any instruments to be executed and delivered pursuant to a Purchase Order constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings negotiations and discussions, whether oral or written, of which they form an integral part.

**27 COUNTERPARTS**

The Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

**B. TERMS AND CONDITIONS SPECIFIC TO THE PROVISION OF SERVICES**

**28 ADDITIONAL SUPPLIER REPRESENTATIONS IN CONNECTION WITH THE PROVISION OF SERVICES**

The Supplier represents that it holds the required licenses, permits and approvals to carry out the Services in the Territory.

**29 SUPPLIER’S OBLIGATIONS AND WARRANTIES IN RELATION TO THE PROVISION OF SERVICES**

29.1 The Supplier warrants that it shall:

29.1.1 ensure that the Services will conform in all respects with any terms and specifications set out in the Agreement and the relevant Purchase Order;

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- 29.1.2 provide the Services in a timely manner with the highest level of care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- 29.1.3 ensure that the Services are performed by persons with the requisite skill and experience;
- 29.1.4 ensure that all goods, materials, standards and techniques used in providing the Services are of the good quality and are free from defects in workmanship, installation and design;
- 29.1.5 co-operate with the Customer in all matters relating to the Services and comply with the Customer's instructions;
- 29.1.6 immediately repair, at its own cost, any damage caused to the property of the Customer and/or the Place of Delivery as a result of the Services to a suitable condition (as determined by the Customer acting reasonably);
- 29.1.7 immediately clear and remove from the Place of Delivery any rubbish or debris arising in connection with the Services;
- 29.1.8 comply with all applicable statutes, regulations, codes of practice, bylaws of government, local and other public authorities that may be applicable to the provision of the Services;
- 29.1.9 hold all Customer Materials in safe custody at its own risk and maintain the Customer Materials in good condition until returned to the Customer, and not dispose of or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation; and
- 29.1.10 not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business.

**30 CUSTOMER'S OBLIGATIONS IN CONNECTION WITH SERVICES**

30.1 The Customer shall:

- 30.1.1 co-operate with the Supplier in all matters relating to the Services;
- 30.1.2 provide access during business hours to the Place of Delivery and other areas or facilities as may be necessary or as reasonably requested by the Supplier for the purposes of providing the Services; and
- 30.1.3 inform the Supplier of all health and safety and security requirements that apply at the Place of Delivery and any other area or facility to which the Supplier will require access.

**31 DELAY IN THE PROVISION OF SERVICES**

31.1 Time is of the essence in relation to any timetable or Performance Date(s) for the Supplier. If the Supplier fails to meet the relevant deadlines, then (without prejudice to the Customer's right to terminate the Agreement and any other rights it may have), the Customer may:

- 31.1.1 refuse to accept any subsequent performance of the Services which the Supplier attempts to make;

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- 31.1.2 purchase substitute services from another supplier and reclaim from the Supplier any additional costs incurred as a result of procuring such services from a third party instead of the Supplier;
- 31.1.3 hold the Supplier accountable for any loss and additional costs incurred; and
- 31.1.4 have any sums previously paid by the Customer to the Supplier in respect of the affected Services refunded by the Supplier.

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