



STANDARD CONDITIONS OF PURCHASE

0. GENERAL

INHERITANCE OF HAMAD AHMAD ABDUL LATEEF AL-HAMAD COMPANY, Purchase order will describe the Product to be purchased in detail, including the availability of the following mandatory information:

- a. The requirements for the Product approval / Service approval.
- b. Reference procedures for the Purchase of the Product / Service.
- c. Reference processes for the Purchase of the Product / Service.
- d. Reference equipment for the Purchase of the Product / Service.
- e. The Requirements for the qualification of the Personnel.
- f. Supplier / Service provider Quality Management System requirements

INHERITANCE OF HAMAD AHMAD ABDUL LATEEF AL-HAMAD COMPANY Purchaser order will ensure the adequacy of specified Purchase requirements prior to the communication to the Supplier / Service provider.

All the Purchase requirements / orders are documented and documents maintained.

For API / ASME related material Procurements, the following information, as applicable are deemed mandatory to be provided in the Purchase order:

- a. Type of Material
- b. Class of Material
- c. Grade of Material
- d. Any other title or positive identification technique used for the material
- e. Reference to the applicable drawings, specifications, process requirements etc.,
- f. Inspection instruction, reference to Inspection standards
- g. Any other relevant technical data, as Appropriate

1. TERMS OF AGREEMENT

The Purchase order, together with these terms and conditions, any attachments and exhibits, specifications, drawings, notes, instructions and other information, whether physically attached or incorporated by reference (collectively the "Purchase Order"), constitutes the entire and exclusive agreement between INHERITANCE OF HAMAD AHMAD ABDUL LATEEF AL-HAMAD COMPANY hereafter referred to as "HAH" and the Supplier (The "Supplier") identified in the Purchase order.

HAH's submission of the Purchase order is conditioned on Supplier's agreement that any terms different from or in addition to the terms of the Purchase order, whether communicated orally or contained in any Purchase order confirmation, invoice, acknowledgement, release, acceptance or other written correspondence, irrespective of the



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timing, shall not form a part of the Purchase order, even if supplier purports to condition its acceptance of the Purchase order on HAH's agreement to such different or additional terms.

Supplier's electronic acceptance, acknowledgement of this Purchase order, or commencement of Performance constitutes Supplier's acceptance of these terms and conditions. Notwithstanding the foregoing, if a Master Agreement covering procurement of the Products or work described in the Purchase order exists between Suppliers and HAH, the terms of such Master Agreement shall prevail over any inconsistent terms herein

2. DEFINITIONS

"Deliverables" means the deliverables specified in the Purchase order (and any statement of work) to be delivered on or before the delivery date.

"Delivery date" means the date or dates specified in the Purchase order by which the Supplier is required to deliver the work.

"Harmful code" means any software intentionally designed to (i) Disrupt, Disable, Harm, or Impede operation, or (ii) Impair operation based on the lapse of time, including but not limited to viruses, worms, time bombs, time locks, drop-dead devices, access codes, security keys, back doors, or trap door devices.

"Intellectual Property rights" means any and all tangible and intangible: (i) Copyrights and other Rights associated with works of Authorship throughout the world, including but not limited to Copyrights, neighbouring rights, moral rights, and mask works, and all derivative works thereof; (ii) Trademark and Trade name rights and Similar rights; (iii) Trade secret rights; (iv) Patents, Designs, Algorithms, Utility models, and other industrial property rights, and all improvements thereto; (v) All other intellectual and Industrial Property rights (of every kind and nature throughout the world and however designated) whether arising by Operation of Law, Contract, License, or otherwise; and (vi) All Registrations, applications, renewals, extensions, continuations, divisions, or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

"Products" means tangible goods specified in the Purchase order to be delivered on or before the delivery date.

"Services" means the services that supplier is to perform for HAH specified in the Purchase order.

"Statement of work" or "SOW" means the Document Specifying, without limitation, the Scope, Objective, and time frame of the work that supplier will perform for HAH

"Subcontractor" means a Third party performing work under an Agreement (a "Subcontract") with Supplier.

"Supplier personnel" mean Supplier's Employees, Consultants, Agents, Independent contractors and Subcontractors.

"Third party intellectual property" means the intellectual Property rights of a third party which Supplier uses or incorporates into the work.

"Work" means the deliverables, Products and Services specified in the Purchase order, including any SOW.

3. DELIVERY

Time is of the essence in Supplier's performance of its Obligations under this of the Purchase order.

Supplier will immediately notify HAH if Supplier's timely Performance under the Purchase order is delayed or is

likely to be delayed. HAH's acceptance of Supplier's notice will not constitute HAH's waiver of any of Supplier's Obligations.



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If Supplier delivers work after the Delivery date, HAH may reject such work.

HAH will hold any work rejected under this Purchase order at Supplier's risk and expense, including storage charges, while awaiting Supplier's return shipping instructions. Supplier will bear all return shipping charges, including without limitation, Insurance charges HAH incurs on Supplier's behalf.

HAH may, in its sole discretion, destroy or sell at a Public or Private sale any rejected work for which HAH does not receive return shipping instructions within a reasonable time, and apply the Proceeds, if any, first toward any storage charges.

Supplier will preserve, pack, package and handle the Deliverables and Products so as to protect the Deliverables and Products from Loss or Damage and in accordance with best Commercial practices in the absence of any specifications HAH may provide. Without limiting the foregoing, Supplier shall observe the Requirements of any Local Laws and regulations relating to Hazardous work, including, without limitation, with respect to its accompanying information, packing, labelling, reporting, carriage and disposal.

Supplier will include with each Delivery of Products a packing list identifying the Purchase order number, the HAH part number for each of the Products (if applicable), a Description and the Quantity of each of the Products, and the date of shipment.

Unless HAH expressly instructs otherwise, Supplier will Deliver all work to HAH plant at the address set forth in the Purchase order. Seller assumes responsibility for all shipping and Delivery charges including, without limitation, customs, duties, costs, taxes and insurance. Risk of loss for the Deliverables and products does not pass to HAH until acceptance in accordance with the details provided in the Inspection and acceptance sub head.

4. PRICE & PAYMENT

Unless otherwise Specified in the Purchase order, the Price for the work includes all taxes and other charges such as shipping and delivery charges, duties, customs, tariffs, imposts and Government-Imposed Surcharges. Supplier will, at HAH's request, Break-out from the price all such taxes and other charges, in its Invoices. Supplier shall use its best efforts to Assist HAH in all legal efforts to minimize the taxes resulting from the Performance of this Purchase order.

HAH will pay supplier the Price in accordance with the Payment terms set forth in the Purchase order following the later of: (i) The Delivery date; (ii) The Date of HAH's acceptance of all of the work; or (iii) HAH's Receipt of a properly Prepared invoice. A Properly prepared invoice must include the Purchase order number and, if required in the Purchase order, Supplier's Certification of Conformance of the work to the Requirements.

Payment will be in the currency of the Country in which the HAH entity or Affiliate Identified in the Purchase order is Located, and if the Price set forth in the Purchase order is not in the Local currency, then HAH will Determine the Local currency equivalent of the Price as of Date of Payment. HAH may, at any time, set-off any amounts Supplier owes HAH against any amounts HAH owes to Supplier or any of its affiliated Companies.

5. INSPECTION & ACCEPTANCE

HAH may reject any or all of the work which does not conform to the Applicable Requirements within 10 Business days of Supplier's Delivery of the work. At HAH's option, HAH may (i) Return the Non-Conforming work

to Supplier for a Refund or Credit; (ii) Requires Supplier to replace the Non-Conforming work; or (iii) Repair the Non-Conforming work so that it meets the Requirements. As an alternative to (i) through (iii), HAH may accept the Non-Conforming work conditioned on Supplier providing a Refund or Credit in an amount HAH reasonably determines to represent the diminished value of the Non-Conforming work. HAH's payment to Supplier for work



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prior to HAH's timely Rejection of such work as Non-Conforming will not be deemed as acceptance by HAH.

6. CONFIDENTIALITY AGREEMENT & PUBLICITY

If HAH and Supplier have entered into a Non-Disclosure Agreement ("NDA") which covers disclosure of Confidential Information under the Purchase order, and if the term of the NDA expires before the expiration or termination of the Purchase order, then the term of the NDA shall be automatically extended to match the term of the Purchase order.

The Parties shall treat the terms, Conditions, and existence of the Purchase order as confidential information as defined in the NDA.

Supplier shall obtain HAH's written consent prior to any Publication, Presentation, Public announcement, or Press release concerning its Relationship as a Supplier to HAH.

7. COMPLIANCE WITH LAWS

Supplier represents and warrants that it will comply with all Applicable local and National Laws and Regulations pertaining to its Performance of its Obligations under this Purchase order.

Supplier's failure to comply with the Statutory and Regulatory requirements of the Government of The State of Kuwait /or similar Local Laws pertaining to prevention of Corruption shall constitute a Material breach of this Purchase order.

8. GOVERNING LAW

The Purchase order will be construed in accordance with, and all Disputes will be governed by, the Laws of the State of Kuwait without regard to its conflict of Laws rules. Supplier irrevocably consents to the Personal jurisdiction of the State and Federal courts in and Kuwait and irrevocably waives any claim it may have that any Proceedings brought in such courts have been brought in inconvenient forum.