

Western Bainoona Group
Purchase order terms and conditions

- 1. Definitions**
 - a. This Purchase Order ("PO") is purchase.
 - b. As used in this purchase order "Buyer" means Western Bainoona Group (WBG) or any of its subsidiaries as named in the purchase order, "Seller" means the party named on the purchase order or the person or entity to which this purchase order is addressed.
- 2. Purchase order**
 - a. WBG Purchase orders are made subject to the following terms and conditions, in addition to those stated or referenced on the purchase order which includes any drawings specifications, schedules, locations, exhibits or other writing incorporated herein.
 - b. Except where the purchase order is issued pursuant to a master purchase agreement as an ordering mechanism this purchase order constitutes the complete and exclusive statement of the terms of the agreement between buyer and seller with respect to the subject matter hereof and supersedes all prior oral or written agreements, commitments or understanding with respect to such subject matter.
 - c. **Nothing contained in these General Terms and Conditions or in the Buyer Supply Agreement shall prevent and seller from negotiating more favorable payments terms.**
- 3. Assignment**

The Seller Shall not without the consent in writing from the buyer assigns or transfers the agreement.
- 4. Seller's Acceptance**
 - a. Seller shall acknowledge its receipt of each Purchase order by fax/email an order acknowledgement to WBG procurement department within 3 business days of its receipt of purchase order. The acknowledgement shall include the scheduled delivery date for all materials or services included on the Purchase Order. In the event a delivery date changes for any reason, Seller shall send a second acknowledgment indicating the new delivery date and the reason for the change.
 - b. Seller's acceptance is expressly limited to the written terms of this Order. No additional different term shall be binding.
 - c. Seller agrees to be bound by, and comply with all the terms and conditions of the produced or performed in compliance with all applicable law, rules and regulations.
- 5. Amendments**
 - a. Buyer shall have the right at any time prior to delivery to make changes in the general scope of this order, which may include, but not limited to drawings, designs, specifications, and other documents referred to in the Purchase Order.
 - b. If any changes caused an increase or decrease in the cost or time required for performance an equitable adjustment shall mutually agreed and made. And this PO shall be modified in writing accordingly and signed by an authorized representative of WBG Procurement Department.
 - c. Seller shall promptly provide to buyer documentation relating to such changes in such form and detail as buyer may direct.
 - d. Nothing contained in this section shall relieve or excuse the seller from proceeding without delay in performing the order as changed.
- 6. Default**

A party is in default of its obligations under this PO if any of the following events occur, namely:

 - a. Such party is adjudged bankrupt or insolvent by a court of competent jurisdiction, or otherwise becomes insolvent, as evidenced by its inability to pay its debts generally as and when they become due.
 - b. Such party is in default of its obligations hereunder and fails to cure such default within thirty days of written notice from the other party, or if such default cannot be cured within thirty day, within such longer period as may be reasonable, provided the defaulting party commences promptly and diligently proceeds with curing the default.
- 7. Shipping/Delivery**
 - a. Goods shall be delivered as per the PO terms. If delivery dates cannot be met, Seller shall inform buyer in writing of seller's best possible time for buyer's approval. If the alternate dates do not meet with Buyer's approval. Buyer shall have the right to cancel this order without further liability, purchase elsewhere and hold seller accountable for all direct damage resulting from seller's failure to meet the original delivery dates.
 - b. Any loss or damage to a product prior to the passing of title shall be for the account and risk of seller. By loss or damage to a product after the passing of title shall be at the account and risk of buyer
 - c. No insurance or premium transportation charges will be allowed unless authorized by the buyer in writing, or by the face of this purchase order.
 - d. Unless instructed otherwise by the buyer, the seller shall, for purchase orders placed:
 - i. Ensure that all subordinate documents bear buyer's purchase order number.
 - ii. Enclose a packing list with each. Shipment and when more than one package is shipped identify the one containing the package list
 - iii. Mark Buyer's purchase order number on all packages and shipping papers.
 - iv. Render invoices showing buyer's purchase order number.
 - v. Render separate invoices for each shipment/delivery or purchase order.
 - vi. Forward shipping notices with invoices.
 - vii. Invoice buyer by mailing or otherwise transmitting invoices, bills, and notices to the billing address on the purchase order.
 - viii. If applicable, make available the bill of lading. Certificate of origin and insurance certificate upon request.
- 8. Acceptance of Goods**
 - a. Seller shall preserve, package, handle and pack the goods so as to protect the goods from loss or damage in conformance with good commercial practices.
 - b. All goods delivered to buyer shall be subject to buyer's inspection and acceptance, all rejected goods shall be held at seller's risk and expense subject to seller prompt advice of disposition, if replacement, additional work or rework and nonconforming goods is required by seller to make such goods acceptable to buyer, seller agrees that payment will be delayed until such time as the goods has been reworked and accepted.
- c. Buyer its customer and higher tier subcontractors shall have the right to inspect and test all material and workmanship at all reasonable times and places including when practicable during manufacture and before shipment/delivery seller shall provide all information facilities and assistance necessary for safe and convenient inspection and test without additional charge buyer's final inspection and acceptance shall be at destination in accordance with buyer's procedures.
 - d. Material shipped in excess of quantity ordered will be held at seller's risk and maybe returned at sellers expenses. If Buyer so returns items, seller's account will be debited for the total amount of any invoices (including shipping expenses and taxes, as applicable) paid thereon.
 - e. Payment by buyer for any items shall not be deemed an acceptance. However, acceptance of any item shall not relieve seller from any of its obligation, representations or warranties hereunder or pursuant hereto.
 - f. Buyer's failure to exercise its right to inspect goods or workmanship shall not relieve seller of its obligation to furnish all products in strict conformance with this agreement.
- 9. Governing Law**
 - a. This purchase Order and its performance shall be governed by the law of United Arab Emirates.
 - b. Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of the Emirate of Abu Dhabi over any claim or matter arising under or in connection with this PO.
- 10. Invoices**
 - a. An Invoice for goods and/or services with evidence of shipment/delivery or completion of services properly signed by Buyer's representative, if applicable, shall be submitted to Buyer for each shipment/delivery or performance of services.
 - b. Seller Reserves the right to invoices partial delivery of multiple unit order.
 - c. Errors or omission on invoices or delay in the receipt of invoices shall entitle buyer to withhold payment without penalty or loss of any discount.
 - d. The price set forth herein is not subject to escalation unless an escalation formula is expressly provided for on the face of this PO.
 - e. Except as otherwise provided herein, payment for goods and/or services covered by this purchase order shall be made only:
 - i. After arrival of goods at destination or after completion of service.
 - ii. After buyer's inspection and acceptance of goods an workmanship.
 - iii. After receipt of the appropriate and corrective invoice
 - iv. As final payment is concerned, after seller has complied with all of its obligations to buyer.
 - f. Invoices received by buyer more than 6month after the provision of goods or performance of services are untimely and buyer shall have no obligation to pay such invoices.
 - g. Invoices submitted to buyer shall contain as a minimum the following information, PO and item number, description of goods or services, size, quantity, unit price and extended totals.
 - h. Payment of invoices shall not constitute acceptance and shall be subject to adjustments for shortages, defects or other failure of seller to meet the requirement of this PO.
- 11. Breach**
 - a. Payment for shortages, or materials, services not conforming to the specification, and portion of any invoice in dispute, may be withheld by buyer until such problem has been resolved.
 - b. Any delays in delivery by seller is construed as a material breach of this PO and entitles the buyer to cancel the order, seek compensation of recover damages resulting thereof as buyer deems necessary from time to time.
- 12. Disclosure**
 - a. Seller, on behalf of itself and its employees, agrees that any ideas, know-how concepts, information, or process received from buyer or created by seller in connection with the performance of this PO shall be the property of buyer and shall be preserved in strictest confidence by seller, and shall not be used or disclosed by seller to third person, except to the extent that such use or disclosure is necessary for the proper performance of this PO without express written permission of buyer.
 - b. Upon buyer's request, seller shall promptly return to buyer all confidential information in tangible and/or intangible forms, including drawings samples, specification or other documents provided by buyer or prepared by seller to buyer.
 - c. Neither seller nor buyer shall use the name of the other in any advertising or publicity release without securing the prior written approval of the other.
- 13. Indemnity**
 - a. Seller agrees to indemnify, defend and hold harmless buyer affiliate companies, and any contractor agent or employee of buyer from and against all claims suites, demands, losses, damages, actions or liability of any kind, including attorney's fees, arising from the negligence or other breach of duty or violation of this PO by seller
 - b. Seller is not liable hereunder to the extent any injury. Or damage is judicially determined to have been proximately caused by the sole negligence of buyer; however, Seller must obtain adequate insurance to cover such liability under each PO.
 - c. Seller will indemnify and keep the buyer indemnified from and against all costs, loses and liabilities, which the seller may incur in procuring the goods from a third party.
- 14. Termination**

Buyer may at any time terminate or suspend all or any part of undelivered items or quantities on any outstanding Purchase Order. Seller agrees that any termination charges made in consequence shall be limited to cost of materials and labor incurred on items canceled prior to knowledge of their cancellation, seller further agrees to take all steps reasonably possible to mitigate such changes.
- 15. Equipment & Machinery**

Equipment and Machinery for all equipment, machinery or systems included on this PO, the seller shall supply six (6) sets of operation and Maintenance manuals as soon as the order is ready to ship

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