

## Purchase Terms & Conditions

### 1. Supply of Goods & Services

- 1.1 The Supplier must supply of the Goods and/or provide the Services to us in accordance with, and as specified in the Purchase Order.
- 1.2 Order Acknowledgement must be sent to purchase department within maximum 3 working days, otherwise the order will be considered as **cancelled**.
- 1.3 The Goods must match the description (including performance criteria) in the Purchase Order.
- 1.4 The Goods must be new and of merchantable quality unless otherwise stated in the Purchase Order.
- 1.5 The Goods must be clearly marked with the identification marks specified in the Order. These identification marks must also be shown on drawings and on dispatch lists

### 2. Inspection and information

- 2.1 Gantrex must be kept fully informed on all aspects of the delivery of the Goods and/or the performance of any Services, including but not limited, Delivery /Factory Location, contact person, HSE requirements.
- 2.2 Gantrex will require (a) Detailed Packing list (b) copies of all Technical Materials relating to the Goods and/or Services; (c) progress reports setting out, in such detail as per request, the different stages of design, manufacture and testing of the Goods and/or Services; and (d) a detailed program for the projected supply of the Goods and/or Services (e) all related documentation like Quality Certificates, MTCs, NDT tests, 3.1 certificates etc.
- 2.2 At all reasonable times, we have the right to: (a) inspect, examine, and witness tests on the Goods or, the performance of the Goods.

### 3. Invoicing and payment

- 3.1 Unless the Purchase Order states that progress payments are to be made, you must invoice us upon delivery of the Goods and/or upon completion of the Services.
- 3.2 All other payment /Invoicing terms are according to our payment circular and to be paid on the payment run date within 60days end of the month from date of receipt of invoice & supporting documents.
- 3.3 Payments will not be processed if invoices & supporting documents will be received within 20<sup>th</sup> of the month

### 4. Extension of Time & Delay Penalties

- 4.1 If there is a delay in supplying the Goods and/or performing the Services, the supplier must provide a notice in writing stating: (a) the cause of the delay; and (b) the effect on the completion of the Services and/or the delivery of the Goods (as the case may be) should be provided to Gantrex within 2 days of stipulated delay. Gantrex will fairly assess the delays according to the project timelines.

4.2 A delay penalty of 1% per week to max. of 10% of the contract value will be charged if the delay from the supplier affects project timelines

## **5. Warranties**

5.1 Supplier warrants that: (a) the Goods will be free from any defect in design, performance, workmanship and (b) makeup, and will conform with the Purchase Order (including, without limitation, clause a&b); and (c) the Services and the results of the Services will be in conformity with the Order of high quality and workmanship and otherwise satisfactory, for the Warranty Period.

5.2 If, during the Warranty Period, Gantrex finds any of the Goods to be Defective, Gantrex may, at its option, and after notifying the supplier in writing: (a) reject the Defective Goods/service; or (b) rectify/re -perform the Defective Goods/service. Supplier must collect any Defective Goods that are rejected as soon as possible after receiving the written notification.

5.3 At Gantrex option and request, Supplier should agree to: (a) repair or replace any Defective Goods that are rejected free of charge to Gantrex; (b) re-perform or rectify any Defective Services that are rejected, free of charge to Gantrex; and (c) reimburse for any expenses incurred in rectifying any Defective Goods and any Defective Services, during the Warranty Period. Any repairs or replacement Goods/services provided by the supplier under this clause will be subject to the same warranty as the original Goods, from the date of repair or replacement. Supplier will be responsible for any related costs that may arise due to these delays

5.4 The Warranty period stipulated are based on the project requirements with a minimum period of 5 years for goods & services.

## **6. Terms of Exclusivity**

6.1 Supplier accepts the Purchase Order and agrees terms in the Purchase Order and thereby delivering the Goods or by starting performance of Services under the Purchase Order.

6.2 The Purchase Order, when bearing an order number and duly signed/stamped on our behalf, is the only form which we will recognize as authority for charging Goods and/or Services to our account and supersedes all previous communications and negotiations in relation to the Goods and/or Services.

## **7. Governing law**

7.1 This Agreement is governed by the laws of the United Arab Emirates (UAE).

## **8. Termination, variation, and suspension of the Order**

8.1 We may immediately terminate the contract formed in relation to the Purchase Order by notice in writing to you if: (a) supplier does not comply with or are in breach of any of the obligations under the Purchase Order or these Standard Terms and Conditions and such non-compliance or breach is not remedied within 14 days after we request you to remedy it; (b) any representation, warranty or statement made by or repeated by the supplier in or in connection with is untrue or misleading (whether by omission or otherwise) in any material respect when so made or repeated; (c) an Insolvency Event occurs in respect of you; or (d) due to violation



in policy of conduct. Supplier will acknowledge that each and every of the events described above are deemed to be fundamental breaches of the contract formed in relation to the Purchase Order for the purposes of that contract and in the event of termination Gantrex is entitled for full contractual damage

8.2. In the event of termination, Gantrex to pay for the services rendered by the supplier fully/partially.