



Standard Terms and Conditions of Purchase

1. **Definitions.** In these Standard Purchase Terms, the following definitions apply:
“**Buyer**” means New East General Trading L.L. Dubai or its affiliates
“**Supplier**” means the company to whom is addressed on the face page of the Purchase Order that is contracting with Buyer.
“**Delivery Date**” means the date of delivery for Goods or performance of Services as specified in a Purchase Order.
“**Goods**” means the goods that are required to be delivered by Supplier pursuant to a Purchase Order, and include all materials, component parts, packaging and labelling of such goods.
“**Purchase Order**” means New East’s purchase order between Buyer and Supplier to which these Standard Purchase Terms and Conditions are attached or are incorporated by reference.
“**Contract**” means the terms and conditions for the supply of Goods and/or Services to Buyer
“**Services**” means any services to be provided by Supplier to Buyer pursuant to a Purchase Order.
“**Specifications**” means the requirements, attributes and specifications for the Goods or Services that are set out in the applicable Purchase Order.

2. **Agreement.**

This Order by New East or one of its affiliates shall become a binding contract, which is subject to the express terms and conditions hereof, when accepted by acknowledgment and/or commencement of the supply of Goods or performance of the Services. If there is a conflict between the terms of Purchase Order and these Terms and Conditions, the former shall prevail. These Terms and Conditions shall apply to the Contract to the exclusion of any other terms on which any quotation or another supplier offer sheets has been given by suppliers. No change, modification or revision to this Order shall be valid unless otherwise agreed in writing and signed by an authorized representative of Purchaser's Purchasing Department.

3. **Inspection, Delivery and Services of Goods.**

- 3.1 In accordance with commercial invoice, Incoterms 2010 DDP the site specified in the Purchase Order and Shipping Instruction which buyer submitted to supplier in writing separately, supplier shall delivery goods
- 3.2 Title to all of the Goods shall pass to buyer upon receipt of payment for such Goods from buyer and receipt of Goods at buyer’s delivery point.
- 3.3 Goods shall be delivered, and Services performed by the applicable Delivery Date. Supplier urgently need to notify Buyer if Supplier is likely to be unable to meet a Delivery Date. At any





time, Buyer can cancel or change a Purchase Order due to failure of Supplier to deliver without any delay, unless otherwise noted.

- 3.4 Supplier will notify Purchaser in writing of excusable causes of delay in delivery such as the public enemy, or the government, fires, floods, epidemics, strikes within 10 days after supplier first learns of it.
- 3.5 Buyer reserves the right to demand certificates such Material Safety Data Sheet, test certificates of goods, ISO certification and certificates of equipment used in the manufacture of the Goods.
- 3.6 All goods from Supplier shall be delivered packed in suitable containers for shipping protection and storage to avoid any damage during transportation. The Supplier shall comply with all package specifications issued by buyer if Buyer submit it to Supplier
- 3.7 Buyer has right of acceptance inspection for all shipments of goods. Buyer shall have 90 days of the Inspection Period following upon receipt of the Goods at the delivery point. Buyer shall have the right to reject any excess of the quantity or are damaged or defective or items which are wrong specification. Transfer of title to Buyer of Goods shall not constitute Buyer's Acceptance of those Goods. Buyer shall provide the inspection report of the above quantity included undelivered goods. Supplier within the Inspection Period notice of any Goods are rejected. If Buyer does not provide Supplier with any notice of rejection within the Inspection Period, then Buyer will be deemed to have provided Acceptance of such Goods.
- 3.8 Buyer shall be entitled to return Supplier rejected Goods according to Condition 3.7 at Supplier's expense and risk of loss, at Buyer's option, to:
- 3.8.1 Replacement Goods to be received within the time specified by Buyer. Supplier shall not deliver Goods that were previously rejected on grounds of non-compliance with this Agreement, unless delivery of such Goods is approved in advance by Buyer; or
- 3.8.2 Refund of all amounts paid by Buyer to Supplier for the rejected Goods and undelivered goods.

Title to rejected Goods that are returned to Supplier shall transfer to Supplier upon such delivery and such Goods shall not be replaced by Supplier except upon written instructions from Buyer. Supplier has the option to call for disposal of rejected goods on Buyer side. Supplier needs to bear all expenses incurred as the result of its disposal.

4. Product Price/Payment Terms.

- 4.1 The price for the Goods and Services shall be specified in the Purchase Order and price increases or charges not expressly set out in the Purchase Order shall not be effective unless agreed to in advance in writing by Buyer.





- 4.2 Against products which buyer has order history, any changes in product and pricing by supplier included incentive program must be notified in writing 30 days prior to the effective date of such changes to avoid any loss and opportunity, in particular against inventory at buyer warehouse.
5. **Taxes.** Any taxes of any nature billed to Purchaser shall be stated as a separate line item on Supplier invoices. Supplier shall not bill taxes subject to Purchaser's tax exemption certificates.
6. **Legal Compliance.** Supplier represents and warrants that, unless exempt, it shall comply with all applicable federal, provincial, and municipal laws, regulations, standards, and codes.
7. **Product Warranties.**
- 7.1 Supplier agrees to provide any applicable laws governing the use of any hazardous substances either of the following:
- specify full details for all immediate and long-term potential hazards or dangers
 - 7.1.1 provide full details relating to the appropriate safety precautions to be taken
 - 7.1.2 prominently label all receptacles containing dangerous, toxic or hazards
- 7.2 Supplier warrants to Buyer that the Goods and any parts or materials used in the performance of the Services will:
- 7.2.1 adhere to the Specifications
 - 7.2.2 fit for the purposes intended by buyer and with the sample provided to Buyer
 - 7.2.3 provide brand new or unused Goods unless otherwise agreed in writing with buyer
 - 7.2.4 be of satisfactory manufacturing quality and free from any latent defects
 - 7.2.5 be free from any liens or encumbrances on title whatsoever
 - 7.2.6 conform with all legal and regulatory requirements applicable to Goods or Services
 - 7.2.7 compliant with and marked all applicable federal, provincial, and municipal laws, regulations, standards, and codes.
- 7.3 Supplier warrants all Services:
- 7.3.1 with degree of professionalism, skill, care, diligence, prudence, and experienced contractors in the vendor industry
 - 7.3.2 in accordance with all safety laws, regulations, and codes of conduct applicable to Supplier
- 7.4 Supplier shall assign to Buyer all manufacturer's warranties for Goods not manufactured by Supplier and shall take all necessary steps as required by third party manufacturers to effect assignment of such warranties to Buyer.



- 7.5 Without prejudice to Buyer other rights under the Contract or otherwise, the Supplier shall confirm countermeasure to Buyer within 1 month of the date of acceptance of the Goods to replace or refund for any defective Goods, failure or other detriment to Buyer at its own cost in the event of breach of the warranties set out in this Condition 7. All associated costs, including costs of re-performance, costs to inspect the Goods and/or Services, transport the Goods from Buyer to Supplier, and return shipment to Buyer, and costs resulting from supply chain interruptions, will be borne by Supplier.
- 7.6 The Supplier agrees to the pass through or assignment to any subsequent user or purchaser the benefit of any warranty or guarantee to which buyer is entitled hereunder.
8. **Value Added Service.** Supplier shall develop and make available to buyer an efficient technical support once requested and dedicate separate hotline for emergency case. Supplier shall provide general and specialized technical and nontechnical training program to buyer.
9. **Confidentiality.** Supplier shall safeguard and keep confidential all information that is passed between pursuant to this agreement and shall use such information only for the purposes of carrying out its obligations under this Agreement.
10. **Intellectual Property Rights.** Supplier hereby grants to Buyer all right, title and interest including all patent, trademark, service mark, copyright, trade secret and other proprietary and intellectual property rights. Supplier agrees and undertakes to indemnify and hold harmless Buyer, its employees and its customers against all royalties or license fees and costs suffered by Buyer, its employees, and its customers.
11. **Indemnity/Insurance.**
- 11.1 The Supplier shall hold harmless and indemnify Buyer from any of them arising out of:
- 11.1.1 death, bodily injury, or loss or damage to real or tangible personal property resulting from the use of or any actual or alleged defect in the Goods or Services, or any breach by the Supplier of this Terms and Conditions
- 11.1.2 Any liens or encumbrances relating to any Goods or Services.
- 11.1.3 defect in design, parts or materials or workmanship of Goods or Services
- 11.2 Supplier shall arrange insurance policies with a prudent insurance company rated A- by AM or equivalent. In addition, Supplier will take out and maintain, at its own cost, such insurance policy, and coverages.
12. **Limitation of Liability.** SUPPLIER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE DAMAGES FOR ANY MATTER RELATED TO THIS TERMS AND CONDITIONS.



13. Termination. Buyer reserves the right to cancel this Order for, 13.1 Supplier breach of any of this terms and conditions; 13.2 Supplier's bankruptcy or insolvency, or Supplier's goods are levied. Termination of the Contract shall be without prejudice to the accrued rights of Buyer or the Supplier prior to the date of termination

14. Governing Law. This Agreement shall be governed and constructed by the laws of the Emirate of Dubai and the applicable federal laws of the United Arab Emirates and any dispute arising in connection with these Terms and Conditions shall be referred to arbitration in Dubai before a single arbitrator by mutual agreement or in the absence of agreement by the President of the Dubai Chamber of Commerce and Industry on the application of either party in accordance with the Commercial Arbitration and Conciliation Rules of Dubai Chamber of Commerce and Industry.

15. Waiver/Cumulative Remedies No waiver of any provision of this Contract shall be enforceable. The remedies herein shall be cumulative and additional to any other remedies at law or in equity.

16. Assignment. Supplier may not assign or subcontract this Agreement including payment or assignment of moneys due without Buyer's prior written consent. Buyer may assign this Agreement, in whole or in part, to any Affiliate of Buyer upon agreement with Supplier

17. Severability. If any provision of this Agreement is determined to be unenforceable or invalid for any reason whatsoever, in part, unenforceability shall attach only to such provision or part thereof. The remaining part thereof and all other provisions shall continue in full force and effect.

18. General

18.1 Headings in the Conditions do not affect its interpretation.

18.2 References to all laws and regulations shall be deemed to include all amendments and re-enactments thereof

