



In this Standard Terms and Conditions (**STC**), the Buyer means Salalah Port Services Co. SAOG (**SPS**). The individual person, firm or company to whom this Purchase Order (**PO**) is addressed hereinafter termed as **Seller or Service Provider/contractor** and shall be solely responsible and liable for all Seller obligations under this STC. PO all referenced attachments and this STC shall constitute the complete agreement of the parties with respect to the scope of work or supply of any product/services and shall only be amended, or supplemented by issuance of a written instrument expressly signed by Buyer. This STC shall part of all POs issued by Buyer.

The parties may elect to complete the PO and this STC through the use of electronic document transmission. Seller shall provide and maintain necessary facsimile and/or computer equipment to receive the approved/accepted PO. Any approved / accepted PO transmitted, received and otherwise agreed to hereunder shall be binding on the parties to the same extent as if such PO was executed and exchanged in hard or paper copies of customary documentary form, and shall be deemed for all purposes (i) as a signed document and (ii) to constitute an original document when printed from electronic files or records established and maintained in the normal course of business.

The Buyer shall not be liable for any goods supplied or services rendered without issuance of Buyer's official PO followed with an invoice.

1. Acceptance

- i. It is construed that Seller has accepted the PO and this STC on receipt of Buyer's PO by email, unless Seller has expressly objected to any terms in writing.
- ii. Any Civil, Mechanical, Electrical, hiring equipment and manpower related POs shall be duly acknowledged by the Seller.
- iii. Any modifications to PO shall be in writing, confirmed by email. Any printed conditions of contract or general reservation which is printed in any communications of documents received from the Seller, shall be of no consequence unless it is signed and sealed by the Buyer. Exceptions to any portion of this STC must be stated by Seller in writing within 5 days of receipt of PO and will be effective only after Buyer's express written consent.

2. Advance Payment

- i. In case advance payment required, the Seller shall submit the Bank Guarantee from a Oman nationalized bank for the sum equal to the advance paid.
- ii. Unless otherwise specified or upon cancellation of PO or delay or failure of the Seller to supply goods or provide services as per PO, the Seller agrees to reimburse all amounts to Buyer within 10 days from such cancellation or specification received from Buyer, if the Buyer has paid any money either as advance or in connection with PO.
- iii. Any delay by the Seller in returning / refunding the amount paid by the Buyer, the Seller shall be liable to pay such amount to Buyer together with an interest @ 12% per annum on daily rests.

3. Price

- i. Prices as mentioned in the PO are net and firm up to the completion of the PO.
- ii. The Seller shall provide preferential price to the Buyer. The Buyer shall have the right to claim back any difference in Price paid to Buyer, as against lesser price paid for the same goods and / or services by any other buyer.

4. Extra Charges

Unless otherwise specified, the Price stated in the PO represents the complete cost paid by Buyer as at the point of

delivery specified herein and includes every license fee, patent, Royalty, Government, withholding tax and Municipal Tax, and charge of any description & charges for packing or cartage. No Price change or modification or alteration of any kind including charges for transportation, packing or cartage shall be allowed unless specifically agreed to by Buyer in writing.

5. Packing and Marking

The goods shall be packed and marked as per global standards of packing and marking and in accordance with Buyer's instructions with any statutory / regulatory requirements of the carriers, in particular all containers of hazardous goods (and all approval, permits and documents relating thereto) shall bear prominent and adequate warnings. In this regard, the Seller shall indemnify and keep indemnified the Buyer for any such loss, damage or injury (whether fatal or otherwise) including third party claims, attorney costs and legal expenses as a result of breach of this condition. All packages, containers, etc shall be clearly marked or labeled with the appropriate PO Number.

6. Invoicing

Invoices related PO to be submitted to the Buyer within (7) days of the date of delivery of accepted goods or services. Invoices shall clearly show relevant PO Numbers and shall at all times be dated. The Invoice shall be submitted along with the duly acknowledged delivery challan as a proof of delivery of goods or a completion certificate. Seller shall only invoice for the value of goods specified in Buyer's PO. In the event Seller has incurred additional cost, such costs are to be invoiced separately but only when after agreed duly by the Buyer and amendment to the PO has been issued. The Seller agrees not to levy any penalty against Buyer for late payment of invoices due.

In the event Buyer has not received invoice of the Products or Services under a PO or contract at the address stated in the PO within 180 (one-hundred and eighty Days) after the delivery of the Products or completion of the Services, such Products or Services shall not qualify for invoicing and shall not be payable.

7. Terms of Payment

- i. Terms of Payment under this STC shall be as per PO or if not stated, ninety (90) days from the receipt of the Invoice in Buyer's finance department along with the duly endorsed delivery challan by the Buyer after acceptance of delivery of goods and or services by the Buyer at the place stated in the PO subject to Buyer's quality and quantity as stated in their PO. The Buyer shall, release the payment to the Seller, subject to Buyer's verification and acceptance of the goods supplied and or services provided by Seller.
- ii. The payment shall be released directly to the Seller's Bank Account, identified and details of, which is given to the Buyer.

8. Delivery Schedule

- i. Unless otherwise agreed to in writing, Seller shall not make material commitment or production arrangements in excess of the amount of goods or in advance of the time necessary to meet Buyer's delivery schedule. The goods shall be delivered to the place named in the PO. Passing of title and risk of the goods and or services shall be after acceptance of such goods and or service by the Buyer. Prior to passing of such title and risk, the Seller shall have the absolute right of ownership and shall retain the risk.
- ii. The Seller understands that the Buyer's business is based on the goods and / or services delivered and it is accepted by the Seller that timely delivery shall be essence of this STC and the Seller shall, adhere to the delivery time and schedule specified in the PO.



9. Retention Money

It is agreed between parties herein that there would be a retention of payment (5% of the total PO value) for every PO towards proper performance of the supply of goods and or services for a period of one year after successful completion of the project

On successful completion of the service or period agreed between the parties, such retention money shall be paid to the Seller subject to deduction of any agreed settlement.

10. Liquidated Damages for Delayed Supplies

- i. Unless otherwise agreed to in writing or in PO, the Seller fails to complete the supply of goods or services within the stipulated time as specified in the PO, Seller shall pay to Buyer in a way of compensation for delay and not as penalty, a sum of @ 1% per week of the unexecuted contract value/undelivered portion up to a maximum of 5% at the option of Buyer.
- ii. If Seller delays the delivery of the ordered goods or services beyond 5 weeks from the scheduled delivery date mentioned in PO, then Buyer has a right to terminate the PO without any obligation but with the right to claim compensation as agreed above.
- iii. If due to non delivery/partial delivery of goods and or services by the Seller, Buyer is forced to get such supply of goods and or services from alternative Seller, any additional cost incurred and paid to such Seller to finish the supply or services, shall be deducted from the amount, if any due to original Seller. However, if there is no such payment pending, then the Seller shall bear such costs, on written demand by Buyer, without calling for any proof of the actual loss or damages caused by such delay. This shall be in addition to termination of PO. Even though the PO stands terminated under this clause, the right of the Buyer shall survive.
- iv. In addition to above, the Seller shall be liable to pay a penalty towards default or breach of this STC, at the option of Buyer.
- v. If the delivery and/or performance requirements of the PO are not met, Buyer shall have the right to terminate the PO, without any liability to Buyer incidental to such termination. In this regard, the Seller must notify Buyer in writing if shipment, delivery, or any other scheduled date or activity is in jeopardy or default. Seller's notice shall indicate the cause and extent of the anticipated delay or reason for default.
- vi. At the option of the Buyer, the Seller shall continue supply of such goods or provide such services compensating the Buyer by payment of damages as claimed by the Buyer. Failure to provide timely notice by the Seller shall be deemed a breach of the terms and conditions of the PO.

11. Health, Safety, Security and Environment (HSSE)

Supplier shall fully comply with Buyer's HSSE policy and rules at all time during the term of PO or till the completion and acceptance of service or goods by Buyer's authorized representative.

The supplier shall also comply with all federal, state, and local government laws and regulations and Buyer's Rules and Regulations. It shall be the Seller's responsibility and liability to become fully acquainted with applicable safety, health laws and security regulations prior to commencing work or supply of any good or services.

12. Consequential Damages

The Buyer shall not be liable to the Seller for any consequential damages, including, but not limited to, loss of use, loss of profit and interest arising out of Termination of this STC, due to breach of contract, breach of warranty, negligence or any other cause whatsoever; provided that nothing in the PO shall relieve Seller from its liability for injury or fatal injury to persons or property, including property of Buyer, whether such liability arises in contract, including breach of warranty, or tort, including negligence.

13. Inspection

If any inspection is made at Seller's premises, Seller shall promptly furnish without additional charge all reasonable facilities and assistance for the safe and convenient inspection required by Buyer's inspectors. Inspection and/or any acceptance of goods or services does not relieve the Seller of this obligations elsewhere under the PO particularly its obligations for guarantee and the Buyer shall be at liberty to reject any goods and or services at any time, due to non-compliance with the PO.

14. Audit Clause

Seller shall keep, and shall cause to keep, in accordance with generally accepted accounting practices consistently applied, during and for a period of 3 years after the end of the STC, books, records and all other accounts normally kept in such circumstances, pertaining to the actions undertaken hereunder. Buyer shall audit such records within a period of three (3) years from the date of PO. If an audit undertaken hereunder indicates any error in Seller's invoices or in any payments made hereunder, appropriate adjustments in payments due shall be made.

15. Warranty

- i. Unless specifically stated, all warranties shall be as per terms and conditions of PO. If no agreement exists, the Seller represents and warrants that the goods and or services supplied under this STC shall be free from any and all patent and latent defects, fault in design, materials used or workmanship and shall comply with such Intellectual property rights as required for its use and performance and be of such quality and quantity so as to meet the purposes for which they were intended.
- ii. In addition to above, the Seller warrants all goods and or services provided hereunder are subject to all design, materials or workmanship guarantee and intellectual property rights license, for a period of minimum 12 months from the date of acceptance.
- iii. If during the warranty period, any goods and or services supplied are found to be defective in design, materials or workmanship, non licensed intellectual property rights or of unsuitable size or type for the purposes for which are intended, or otherwise not in conformity with the requirements of this STC, the Buyer in addition to any rights which it may have under warranties or otherwise shall have right to reject and return such goods and or services, at the Seller's expenses. Alternatively, at the Buyer's option and at no cost, loss and or damage to the Buyer, the Seller shall make all necessary alterations, repairs or replacements as may be necessary to meet the specifications and fulfill the guarantees.
- iv. If the defect cannot be corrected, the Seller shall replace the items at no cost to the Buyer or at the Buyer's option with an extended warranty period of 12 months from the date of such repair and or replacement. All alterations, repairs or replacements shall be performed at a time convenient to the Buyer. In the event, Buyer incurs any costs or loss or damage, due to the supply of defective goods by Seller, or any breach of this STC causing delay in completion of the PO, such costs and expenses shall be to Seller's account. The Seller agrees to the same without any demur.
- v. If within 45 working days from receipt of the goods and or services by Buyer at the final destination point of consignment, it is determined by the Buyer that any goods or services are defective or otherwise fail to conform to the requirements of the PO, Buyer shall have the right to reject, or to accept and, with Seller's concurrence, correct such defective or nonconforming goods or services at Seller's cost:
 - a. Rejected goods may, at Seller's option, be returned to Seller at Seller's risk for repair, replacement or credit. Seller shall pay Buyer for all handling and transportation



expenses incurred in connection with return of any rejected goods.

- b. Rejected services may, at Buyer's option, be re-worked or made good in part or in their entirety by the Seller, at its option, until they are determined satisfactory by Buyer, or in lieu, Buyer's account shall be credited in full.
- c. In the event Buyer elects to accept and correct defective or nonconforming goods, Seller shall reimburse Buyer for all reasonable costs and expenses required to repair, replace or otherwise bring the goods/services into conformance with the PO.
- d. In the event Buyer elects to accept and correct defective or nonconforming services, the Seller shall reimburse BUYER for all reasonable costs and expenses required to correct, replace, or otherwise bring the services into conformance with the PO.

16. Additional Warranty

- i. Any replacements, parts or repairs shall be done by Seller which shall have a one-year warranty on such goods and or services. In case of any upgrade or update of goods or services available, the same shall be provided to the Buyer at no additional cost
- ii. The Seller shall agree that all goods and services provided as per the PO shall be rendered in a competent and diligent manner, consistent with accepted industry practice and any applicable professional standards. For any goods or services performed which do not conform to such practice, standards, or codes, the Seller shall upon notice from Buyer, correct the requirements of Buyer in a prompt manner and at the seller's cost and expense. Such warranty shall be for a period of one year from the date such goods or service is accepted by Buyer.

17. Changes

Buyer shall have the right to make changes in this STC and or PO on a written notice to Seller, if such changes should cause an increase or decrease in the amount due or in the time required for performance, and equitable adjustment shall be made and the PO modified in writing. Seller must assert any claim for adjustment in writing within 7 days from the date the changes is ordered. Nothing contained herein shall absolve Seller from proceeding without delay in performance of the order.

18. Patents

Seller guarantees and agrees that all machines and devices furnished under this STC are and shall be free and clear to infringement of any valid patent and the Seller will at his own expenses defend any and all actions or suits charging such infringements.

19. Intellectual Property Rights

- i. Seller shall protect and indemnify Buyer, its officers, agents, servants, and employees, from and against claims, damages, judgments, expenses, and losses (including attorney's fees) arising from infringement or alleged infringement of any intellectual property rights by any of the goods and or services delivered, and Seller shall defend or settle at its own expense any suit or proceeding brought against Buyer, its officers, agents, servants, and employees for such infringement, provided that Seller is notified promptly in writing of the commencement of such suit or proceeding and is given authority, information, and assistance by Buyer for the defense or settlement thereof.
- ii. The cost of all such information or assistance, including legal costs, if any, shall be for the Seller's account, and provided further that Buyer shall not settle nor compromise any such suit or proceeding without the prior written consent of the Seller.
- iii. Furthermore, in the event that Buyer should be enjoined in such audit or proceedings from using any of the goods and or

services delivered hereunder, Seller, at its option, shall promptly either: (a) secure termination of the injunction and procure for Buyer the right to use or license for such goods without any obligation or liability, (b) replace said goods with non-infringing goods or modify same to become non-infringing, all at Seller's expense and to Buyer's satisfaction.

20. Patterns and Conditions

All data and documents related to goods / services furnished hereunder by the Buyer are the property of, owned by Buyer. Any misuse of such data and documents for any third parties shall not be permitted. All patterns and drawings provided by Buyer will be returned to the Buyer after the execution of this STC. These are to be treated as strictly confidential.

21. Non – Assignment

Any Assignment of the PO or this STC in part or whole or any interest or any payment due or to become due there under, without the written consent of Buyer shall be void. No such written permission will discharge or release Seller from performing hereunder.

22. Information Disclosed to BUYER

Any information which the Seller shall have disclosed or may hereafter disclose to the Buyer in connection with the purchase of goods or services covered by this STC shall not unless otherwise specifically agreed upon in writing by the Buyer, be deemed to be confidential or proprietary information and shall not be shared without prior written consent of the Buyer

23. Termination

- i. If the Seller fails to conduct its operation in the normal course of business (including inability to meet its obligations as they mature) or if any proceedings under the bankruptcy or insolvency laws is brought by or against or a receiver appointed for Seller or applied for, or an assignment for the benefit of creditors is made by Seller, Buyer shall terminate this STC and the PO without liability.
- ii. In addition to above, the Buyer shall at any time, for its convenience, terminate the PO without penalty or liability to Buyer; provided however, that the Seller shall be entitled to just and reasonable compensation for that portion of the work performed, completed and or goods supplied that are acceptable to Buyer up to the notice of termination.
- iii. In an event of termination of services fully or partially when the PO or service is shelved or abandoned, Buyer shall only be liable to pay the services rendered/performed or completed and this is subject to Buyer's acceptance.

24. Communication with Others

Seller shall deal safely with Buyer in connection with the supply of goods and or services under this STC. In the case of any communication from other parties regarding any matter relating to this STC, the Seller shall refer them to the Buyer and not enter into direct contact, verbal or otherwise, unless authorized by the Buyer.

25. Insurance Coverage

- i. Seller shall have adequate and comprehensive insurance coverage to wholly indemnify, keep indemnified and defend Buyer, its subsidiary and affiliated companies and their officers and employees from any and all claims, losses, costs, judgments and expenses including Attorney's fees and cost resulting from injury or death to any person or damage, loss or destruction to any property which arises out of or related in any of the goods provided and or services performed under the terms of this STC .
- ii. The Seller shall have the insurance cover as stated above, till full acceptance received from the Buyer and the title and risk of such goods and or services is passed on to the Buyer.



- iii. Such relevant insurance documents shall mention a waiver of subrogation.

26. Disputes and Compliance of Statutory and Regulatory Laws of Oman.

- i. This STC and any dispute, controversy or claim arising out of this agreement shall be governed by the laws of Sultanate of Oman, and shall be settled finally and conclusively by the courts of Sultanate of Oman.
- ii. This Agreement shall be governed by and interpreted in accordance with the Rules, Regulations, Directives and Laws of the Sultanate of Oman. In the event that a dispute arises between the parties concerning this agreement they shall attempt in good faith, for a period of at least 30 days, to settle such dispute by discussion between members of their respective staffs. Thereafter, if the dispute remains unresolved, then either party may commence arbitration proceedings, which shall be conducted and settled in Oman in accordance with the Arbitration Regulations and the Rules for Implementation of the Arbitration Regulations of the Sultanate of Oman. Notwithstanding anything in this Agreement to the contrary, the existence of any dispute, including, without limitation, the pendency of any arbitration proceeding, shall not excuse nor suspend Seller's obligation to continue performance under this agreement. Seller acknowledges and agrees that monetary damages for Buyer are not an adequate remedy for any breach of the secrecy undertakings hereunder and that Buyer shall be entitled to equitable relief, including injunctive relief and/or specific performance, as a remedy for such breach, in addition to any other remedies available at law or in equity to Buyer.
- iii. The Seller shall comply with all applicable laws, ordinances, rules and regulations and shall obtain and keep in force at Seller's sole cost and expense any and all permits, licenses, or authorizations necessary to perform the work that are required for the proper performance of the PO and this STC in Sultanate of Oman.

27. Conflict of Interests

Seller shall use reasonable care to avoid actions and conditions that conflict with the interests of Buyer. This obligation also applies to Seller's employees and their relationship with Buyer and its subcontractors, representatives, and/or their families. Seller shall take all necessary precautions to prevent its employees from making, offering and/or receiving gifts, including, without limitation, entertainment, payment, loans or other valuable goods or services (other than gifts as permitted by all applicable policies of Buyer) for the purpose of influencing any person to act or refrain from acting on either its behalf or the behalf of Buyer. Seller shall promptly notify Buyer of any employees or representative of Buyer, subcontractors or agents that have or obtain a material or substantial interest in any business of Seller or its subcontractors.

28. Claims

Upon the occurrence of any event for which the Seller intends to submit a claim for additional compensations or for an alternate period of performance, Seller shall, as a condition precedent to Buyer's consideration of such claim, give Buyer notice in writing of such intent within fifteen calendar days after the occurrence of such event. Seller's failure to notify Buyer within the fifteen day time period shall be deemed to be a waiver of claim by the Seller. Seller's notice shall in no way constitute acceptance by Buyer of the validity of such claim. In the event of a dispute in determining acceptance or equitable adjustment, Seller shall diligently proceed with the work during the resolution period.

29. Nondisclosure

Seller shall agree that it will not divulge any information received or pertaining to Buyer or Buyer's affiliates to third parties, without permission obtained from or through Buyer, in connection with the performance of Buyer's Purchase Order unless said information is, at the time of disclosure by Seller, in the Public Domain other than by the fault of the Seller or one of its affiliates.

30. Force Majeure

Neither party to the PO, nor their employees, suppliers, subcontractors, or agents, shall be liable for failure to strictly perform there under due to causes beyond their reasonable control, such as fires, floods, court orders, strikes, acts of governmental authorities, or acts of God, provided that the party affected by the force majeure gives the other party timely notification of causes and the effects of the force majeure.

31. Responsible Procurement

The Supplier shall comply with all applicable laws, rules, regulations, orders including ministerial decisions and royal decrees, conventions, and or ordinances of Oman where Services/Work are / is performed or where Goods are supplied and/or relate to the provision, licensing, approval or certification of the Services/Goods, including, but not limited to, those relating to occupational health and safety, environmental matters, wages, working hours and conditions of employment, subcontractor selection, discrimination, data protection and privacy. Further the Supplier shall respect and commit to implementing APMM's Supplier Code of Conduct (the Code) as amended from time to time and found at: <http://www.maersk.com/Sustainability/Pages/ThirdPartyCodeofConduct.aspx> or alternatively an internationally recognized standard within the areas of human rights, anti-corruption, environment and labour, such as, but not limited to, the United Nations Global Compact (UNGC), and Supplier agrees to provide necessary documentation as well as permit audit by SPS in this regard. The Supplier shall require their own suppliers to implement similar rules and, as appropriate, pass on such requirements to their sub-suppliers and so on. The original English version shall prevail in the event concerning the content and obligations of either Party. Should the Supplier be unable to meet the listed requirements, the Supplier will agree to develop and execute an improvement plan.

SPS shall at any time and without notice have the right to appoint at its own cost, charge and expense a well reputed third party auditor to audit and verify all matters in connection with Supplier's compliance with the above Clause. Supplier shall co-operate with such auditor and provide access to all relevant sites, personnel (including interviews) and documents. Alternatively, Supplier may appoint at its own cost, charge and expense a well-reputed third party auditor subject to the appointment and scope of the audit being approved in advance in writing by SPS.

If said auditor uncovers any material concern(s), Supplier shall without any delay present SPS with an improvement plan to comply with the above and ensure that any severe violation of the Code is ceased and are immediately remediated in a manner and timeline satisfactory to SPS.

Supplier's repeated violation of the Code/UNGC/International Bill of Human Rights and/or its failure to collaborate with the auditor during an audit and/or its failure to collaborate with SPS in implementing or developing improvement plans shall be considered a material breach of this Agreement. If Supplier commits any such breach of or fails to observe or perform any material obligation contained in the Code/UNGC/International Bill of Human Rights, and/or any agreed improvement plan, and such breach or failure has not been remedied to the satisfaction of Buyer within the period as specified in the said notice received by the Supplier from Buyer requiring Supplier to remedy the same, Buyer shall be entitled to terminate the Contract in accordance with Clause 23 of this Agreement.