

Terms & Conditions of Purchase

1 – General

- 1.1. In these conditions the Buyer means Quarry Mining LLC or such other company as is named in the order. The Seller means the recipient of the Buyer's order for goods and/or services.
- 1.2. The goods and/or services which are the subject of the Buyer's order shall be supplied or performed by the Seller in accordance with these terms and conditions which may not be changed or supplemented except as expressly agreed by the General Manager of the Buyer and/or his authorized representative in writing.
- 1.3. These Terms & Condition of Purchase apply to all offers to supply made by the Seller and accepted by the Buyer. In so far as the Seller refers to other terms and conditions in his offer their applicability is expressly rejected.

2 - Purchase Order

- 2.1. The Buyer requests the Seller to make an offer for the goods and/or services to be supplied by it to the Buyer in accordance with these terms & conditions, including technical specification, desired quantity, delivery time and place of delivery.
- 2.2. The purchase agreement is concluded when the Buyer places an order with the Seller in writing and the Seller confirms this order to the Buyer in writing.
- 2.3. Only written or electronic orders shall be valid. All oral agreements by phone will require the Buyer's written or electronic confirmation. This will also apply to any amendments.

3 – Delivery

- 3.1. Ownership and risk in respect of the goods is transferred to the Buyer after made payment, latest on delivery while INCOTERMS 2010 to be considered, as all deliveries are subject to the INCOTERMS 2010. Unless agreed otherwise, the terms and conditions are for the goods or services to be delivered to the Buyer's designated delivery site free of charge.
- 3.2. Agreed delivery dates will be binding and obligatory. Should the Seller be unable to meet the delivery date, the Seller must notify the Buyer without delay in writing or electronic form and, before the elapse of the agreed delivery date, stating the reason for and the expected duration of the delay. This will not release the Seller from his obligation to meet the agreed delivery date.
- 3.3. The unconditional acceptance of late delivery will not constitute a waiver of any claims for compensation to which the Buyer may be entitled on the grounds of the late delivery.
- 3.4. The Seller has to pack the item regarding the nature and extent of being dispatched in a way they are safe to transport and Transport Authorities will accept. Any additional cost for packing and cost for delay shall be carried by Seller

4 – Invoicing

- 4.1. Unless otherwise agreed, invoicing should be based on the Buyer's named quantity, weight and description and technical specification of the goods or services ordered. The Buyer will review the Seller's invoicing information in this regard and reserves the right to amend any invoiced amount if deviations from the named quantity, weight, description or technical specification of the goods or services are proven.
- 4.2. Should the Seller reduce his prices in the period between the dates of the purchase order and of delivery and/or improve his terms & conditions, then the prices and/or terms & conditions valid on the date of delivery shall apply.

5 – Price

- 5.1. If the supply is based on fixed price, no variation in price will be accepted, unless the Buyer has accepted such change in writing prior to execution of the contract.
- 5.2. The Buyer reserves the right to deduct from any payables due or becoming due to the Seller, any amount due to the Buyer in respect of materials supplied or services rendered by the Buyer or in respect of defective goods or services supplied to the Buyer.

6 – Payment

- 6.1. Payment may be withheld in situations where the Buyer or its agent refuses to accept the goods due to quality problems or where the Seller is in breach of his contractual obligations.
- 6.2. Unless otherwise agreed, the Buyer's payment terms are 60 days following the month end in which the invoice is received or within 14 days after delivery and receipt of invoice with a 3% discount.

7 – Assignment

- 7.1. The Seller may not assign or transfer the contract or any part thereof to a third party without the written consent of the Buyer.
- 7.2. Any assignment of receivables from the Seller to third parties shall require the Buyer's prior written approval, which will not be withheld unreasonably.

8 – Breach

A breach by the Seller of any of the terms of the offer, regarding the delivery date or quantity, weight or technical specification, shall (whether the Buyer has accepted the goods or services of any part thereof, and irrespective of whether the title in the goods or services has passed to the Buyer) entitle the Buyer at its discretion either to treat the order as cancelled or treat any such breach as a breach of warranty, giving rise to a claim for damages.

9 - Time is of the Essence

Where a date and/or time is specified in the order, this shall be of the essence of the contract. Failure by the Seller to adhere to the date or time contained in this order shall entitle the Buyer at its discretion to treat the contract as cancelled in whole or in part.

10 – Cancellation

The Buyer reserves the right to cancel its order at any time by giving the Seller written notice of its intention. A fair and reasonable price will be paid for all work in progress at the time of the cancellation. The Buyer shall not be liable for any loss of profit the Seller may have suffered as a result of the cancellation or any indirect or consequential loss which may arise including damages out of this cancellation of the contract.

11 - Force Majeure

Force majeure, specifically arising from labor conflicts, riots, natural disasters or other unforeseeable events which are beyond the direct control of either party will release the contracting parties from their obligation to perform their contractual obligation for the duration of such disturbances. The affected contracting party will notify the other party in writing without delay or in electronic form of the occurrence of such event of force majeure and its expected duration. The contracting parties will change their obligations under the contract in accordance with the changed conditions. The Buyer will be entitled to change the contract if the non-performance has a material impact on its business.

12 - Quality and defects

- 12.1. All goods and services supplied or carried out shall be of the quality and workmanship agreed at the time of placing the order.
- 12.2. All goods and services must comply with the technical specification.
- 12.3. The Buyer reserves the right to reject at any time any goods or services which are faulty or do not conform to the quality standards or description as specified either in the order or in these conditions. The Buyer may return the rejected goods at the Seller's risk and expense.
- 12.4. The Buyer or its agents reserve the right to inspect the goods and materials to be used for the purposes of this contract. Any such inspection shall not release the Seller of its obligations hereunder or imply acceptance by the Buyer.

12.5. The Seller will inform the Buyer in good time and in writing of any intended changes in (a) the production process or the raw materials used in the production of the goods, (b) the equipment used for testing the goods (c), the quality assurance measures normally applied, so that the Buyer can evaluate the potential effects of these changes on the goods to be delivered and/or the further production process. The Seller agrees to the implementation of a joint quality audit upon the Buyer's request.

12.6. Deliveries will be subject to an inspection for defects especially in regard to compliance with quality specifications. The Seller or the Seller's subcontractors will be liable to rectify any short comings as well as compensate the Buyer for any claims from third parties which can be shown to have arisen from the delivery of defective goods.

13 - Health, Safety and Environment

Seller delivering to or carrying work out on the site of the Buyer must acquaint fully with the regulations governing that site. The Seller warrants that in the design, manufacture or installation of any goods or services at the Buyer's premises will comply the relevant legislation applicable to that site, and that no liability is incurred by the Buyer in this regard. The seller shall at all times comply with all the applicable federal and local municipal laws, standards with regards to Health, Safety and Environment. For outsourcing product, the contractor should take all the necessary precautions to ensure no one is being injured or ill health at work and the activity doesn't impact the environment adversely.

14 - Statutory Regulations

The Seller guarantees that the goods are in conformity with the laws of the country in which they were produced and comply with International Laws applicable at the date of manufacture.

15 – Insurances

The Seller will at his own expense provide an appropriate Public & Product's Liability insurance to cover personal injury, material and property damage attributable to the Buyer, the Buyer's personnel or the Buyer's agents. Such insurance policy will be maintained and be kept current for the duration of the contract. The Seller will provide evidence of such insurance cover at the Buyer's request.

16- Vetting of Contractors

The Buyer reserves the right to vet the Seller in respect of references, evidence of past safety records, evidence of quality certification, evidence of training, evidence of equipment suitability, risk assessments and methods statements obtained before work is undertaken, formal written response for acceptance and compliance to site safety and hygiene regulations.

17 – Indemnity

The Seller will indemnify the Buyer against the following:

17.1 Loss or damage, or injury whatsoever and when so ever arising, caused to the Buyer, or on which the Buyer may be liable to third parties, due to defective workmanship or inferior quality of the goods or services supplied.

17.2. Claims in respect of death or injury, howsoever caused, to any of the employees, or those of the agent or sub-contractors, of the Seller while in or about the Buyer's sites or works or other places of business.

17.3. Consequential loss or damage sustained by the Buyer or for which the Seller may be liable, as a result of the failure of the Seller to perform the work or supply the materials in accordance with the terms of the order.

17.4. Any claims for infringement of third party's intellectual property rights by reason of the use or sale of the goods supplied and against all costs and damages incurred thereby.

18 - Title and Risk

The title and risk in the goods shall pass to the Buyer when the goods have been unloaded at the correct address and the accompanying delivery documents are signed by the Buyer.

19 - Data Protection

19.1. Data received from the Seller will be stored and processed by the Buyer in accordance with the applicable statutory provisions.

19.2. Data made available to the Seller by the Buyer or made or purchased by the Seller for and at the suggestion and expense of the Buyer, will remain or becomes the property of the Buyer and will be processed by the Buyer in accordance with the applicable statutory provisions.

20 – Confidentiality

All business or technical information disclosed by the Buyer to the Seller may not be disclosed to third parties unless this information is also available in the public domain. The information may only be made available to those of the Seller's employees who need to know this information in order to fulfil the contract and who are under respective confidentially obligations. Any information given by the Buyer to the Seller shall remain the Buyer's property and must not be reproduced nor be used commercially without the Buyer's prior written consent.

21 – Insolvency

If the Seller becomes bankrupt or insolvent or in the event of a resolution being passed or proceedings commenced for the liquidation of the Seller or if a receiver or manager is appointed of all or any part of the assets or undertakings of the Seller, then the Buyer will be entitled to cancel the contract in whole or in part by notice in writing without prejudice to any right or remedy accrued to the Buyer.

22 – Jurisdiction

22.1. The contract will be drawn up in accordance with and governed by the laws applicable in the country where the Company is registered, i.e. United Arab Emirates only.

22.2. The foregoing conditions supersede and exclude all general or special terms or conditions at any time imposed or sought to be imposed by the Seller in relation to the contract and are in addition to the Sellers rights under statute or at common law.

23 - Severability and Validity

Should individual provisions of the contract and/or these Terms & Conditions of Purchase be or become invalid or unenforceable either entirely or in part, this shall not affect the validity and enforceability of the other provisions. The contracting parties undertake to replace the invalid or unenforceable provision by a provision which is close as possible in its commercial effect as the one which it replaces.

Edition: January 2014

Modified on 17.03.2020

English/Arabic version can be downloaded from our website and/or requested.

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