

GENERAL TERMS AND CONDITIONS - PROCUREMENT

AGTHIA GROUP

Ver. 1.1 (01.2010)

1. Purpose

These terms and conditions govern all purchases of goods and services (collectively referred to as the "Products") made under separate delivery agreements and/or purchase orders (together with these terms and conditions and further appendices to the delivery agreement or purchase order referred to as the "Agreement") between Agthia Group PJSC or any of its subsidiaries (hereinafter referred to as "Company") and the seller/supplier (the "Supplier") both specified therein, unless otherwise expressly agreed in writing by authorised signatory(ies) of the Company, including but not limited to acceptance of the Supplier's suggested terms and conditions. For the avoidance of doubt and not withstanding anything to the contrary in the Agreement no person (including any agent(s), officer(s) and employee(s) of the Company has authority, or shall be deemed by the Supplier to have authority, to bind the Company by an oral agreement at variance with these general terms and conditions.

2. Order Confirmation

No later than 2 days after delivery by the Company to the Supplier of a purchase order, the Supplier must forward a written order confirmation (the "Order Confirmation") to the Company. The Order Confirmation shall be in Arabic or English and shall, as a minimum, contain information about quantity, price/fee, time and place of delivery, the Company's order number, name of ordering person and item number. The price/fee stated in the Order Confirmation shall not be subject to change by the Supplier unless otherwise expressly stated in the Order Confirmation. Any additional costs payable by the Company shall be expressly set out in the Order Confirmation. In case of discrepancies between the purchase order and the Order Confirmation, the purchase order shall take precedence.

The Company may withdraw the order at no cost until the Order Confirmation has been received by the Company and the Supplier hereby irrevocably waives any right to assert to the contrary. The Company may at any time and without cause cancel or temporarily suspend unperformed purchase orders, subject to giving the Supplier reasonable compensation or, if requested by the Supplier, determined by the Company, an independent third party expert at the cost of the Supplier for the manufactured Products and the Supplier providing the Company the manufactured Products as is, if requested.

3. Payment and invoicing

The Supplier will invoice the Company following the acceptance of each delivery, however, where the price is agreed to be on a time and material basis, the Supplier shall invoice the Company monthly in arrears for its charges, costs and expenses for the month concerned.

Terms of payment shall be as per Contract in either Arabic or English, which complies with local accounting requirements. The Invoice shall contain at least the same information as the Order Confirmation (as described in clause 2 above). In the event of a dispute about any aspect(s) of an invoice, the Company is entitled to withhold the disputed amount until the dispute has been finally resolved.

4. Delivery

The Products shall (unless otherwise agreed and confirmed in writing by the Company) be delivered as per the agreed delivery terms agreed upon in the Contract, (a written copy of which may be made available to the Supplier by the Company at the request of the Supplier) at the time and place stated in the purchase order. Each delivery shall include a delivery note in Arabic or English with description of the Products, item number, quantity and the name of ordering person. The Supplier is not entitled to deliver the Products before the delivery time stated in the purchase order or to make partial deliveries (unless confirmed in advance in writing by the Company).

5. Risk of loss; Title

Risk of loss, injury or destruction to the Products shall be borne by the Supplier until delivery of the Products has been completed in accordance with this Agreement.

Unless otherwise requested by the Company in writing, ownership of the Products (including all rights connected and/or ancillary thereto, including but not limited to copyrights, patent rights, trademark rights, know-how and other intellectual property rights and ownership rights connected with the Products as well as right to modify and further assign the Products) will pass to the Company at the earlier of (i) written confirmation of delivery from the Company or (ii) payment for the relevant Products.

All products or results including but not limited to business processes, designs and similar created or produced by Supplier under this Agreement are the Company's property and must not be used by Supplier on its or any third party's behalf without the Company's prior written consent (which such consent may be withheld at the Company's sole discretion).

6. Packaging and Labelling

The Supplier shall at no extra cost to the Company provide reasonable, customary and environmentally friendly packaging of the Products to effectively (i) prevent damage to the Products before, during and after transportation and/or (ii) provide the Products with due marking/labelling, subject always to the written instructions of the Company to the contrary.

7. Delays

A delay shall be deemed to occur when the Company has not accepted delivery of the Products in full (for any reason whatsoever), by the delivery date set out in the Order Confirmation. If the Supplier has reason to believe a delay in delivery of the Products will occur, the Supplier shall immediately notify the Company, stating the reason for and expected duration of the delay.

If the Supplier's delivery of the Products is delayed, the Company may, at its sole discretion, at no cost to the Company and without prejudice to the Company's other rights under this Agreement and under applicable law (i) uphold the delivery in question, (ii) terminate the Agreement, or (iii) cancel the delivery in question.

During a delay caused by Supplier, the Company may at its own risk and account use non-accepted Products delivered, to the extent possible. Such use shall not constitute acceptance of the Products.

8. Defects and Warranties

The Supplier represents and warrants that: (i) the Products are and will be merchantable and without any defects in design, construction, functionality and materials as compared to the requirements and specifications set out in this Agreement or in any other way made known to the Supplier; (ii) that the performance and fitness for the purpose of the Products will be in accordance with the requirements and specifications set out in the purchase order/delivery agreement and other drawings or descriptions provided by the Company as well as applicable

National and international law. This warranty shall not be affected by any inspection, acceptance and delivery of the Products and payment for the Products by the Company and the Supplier hereby irrevocably waives any right to assert to the contrary.

If the Products do not comply with the Company's specifications, the Company may at the Company's sole discretion (i) grant the Supplier additional time to effect correct delivery by either replacement or repair; and/or (ii) cancel the order in question or the Agreement.

The Supplier's liability under the above representation/warranty clause is limited to a period from the date of delivery and until 12 months after the date of delivery.

The Supplier further represents and warrants that the Products and the Company's intended use (made known to the Supplier) of the Products do not infringe any intellectual property rights of any third party. The Supplier shall indemnify and hold harmless the Company from and against any and all suits, actions, legal proceedings, losses, claims, damages and expenses (including attorney's fees and expenses) arising out of the supply of Products which (i) infringe any intellectual property rights of a third party; or (ii) constitute a violation of competition laws or regulations.

9. Liability

Save as otherwise set out in the Agreement, each of the parties shall be liable for the other party's losses (including third party losses covered by the other party) due to the first party's breach of this Agreement. Neither party shall be liable to the other party for indirect damages, unless the damages are caused by fraud, gross negligence or wilful misconduct.

10. Product Liability; Insurance

The Supplier shall be liable for all damage to persons or objects caused by defects in the Products.

Supplier shall at all times maintain suitable insurance policies with reputable insurance company/ies against all insurable liability/ies under this Agreement and in respect of the Products, including but not limited to product liability.

Quality Assurance and Inspection

Prior to the first delivery of a Product the Supplier shall document upon the Company's request that the Supplier's production facilities meet agreed or necessary quality standards. The Supplier shall at any time at the Company's request document that sufficient quality assurance processes are in place.

11. Sub-supplier

If the Supplier has informed the Company of an intention to engage a specific sub-supplier (which appointment shall at all times be subject to the Company's instructions to the contrary) to carry out part of the Supplier's undertakings, then the Supplier may not replace such sub-supplier without the Company's prior written approval. The Supplier will remain liable at all times to the Company for due and correct performance of the Agreement.

12. Certificates and Regulations

The Supplier shall make available to the Company free of charge all relevant approvals and certificates regarding the Products including but not limited to any approvals required from any applicable authorities for import/export and re-sale/re-export of the Products.

13. Termination

A party may by written notice terminate this Agreement with immediate effect: (i) in the event of a material breach of this Agreement by either party, provided however, if and to the extent the breach is curable, that the breaching party has not cured such breach within 30 (thirty) days after having been notified in writing by the other party; or (ii) if the other party enters into liquidation, becomes insolvent or enters into a deed of arrangement for the benefit of its creditors or commits or suffers or engages in any equivalent act or thing.

14. Confidentiality

Each party is obliged to keep confidential the existence and contents of the Agreement and all information and knowledge of a confidential nature, which one party may acquire from the other Party, save as required by law or regulation. This obligation shall survive termination of the Agreement.

15. References; External information

The Supplier is not authorized to make use of the Company's name or trademarks (or other property), including without limitation as a reference for marketing purposes, without the Company's prior written approval in each case (which approval may be withdrawn at any time at the Company's sole discretion).

16. Gifts and gratuities

Supplier undertakes not to make any secret payment of commissions of money, substantial gifts, travel or other similar gratuities or benefits to any employee of the Company or such employee's family for the purpose of inducing the employee to do or omit any action or simply to look favourably on the Supplier. The Supplier acknowledges that a breach of this provision will be a material breach of the Agreement by the Supplier giving the Company the right to terminate this Agreement with immediate effect as well as (due to the breakdown of trust that would follow the Company's discovery of such acts by the Supplier) any other agreement between the Supplier and any member of the Company..

17. Assignment

The Supplier shall not be entitled to assign or transfer any of its rights and obligations hereunder without the Company's prior written consent. The Company may assign its rights and obligations hereunder to another affiliate in the Company.

18. Force Majeure

Neither of the parties shall be responsible for non-fulfilment of its obligations hereunder due to reasons of force majeure such as war, civil war, riots, terrorism, general strikes and natural disasters. If a force majeure event continues for a period of more than 60 days either Party may terminate this Agreement immediately.

19. Governing Law; Dispute Resolution

This Agreement shall be construed in accordance with, and any delivery of Products shall be governed by, the substantive laws of the United Arab Emirates (the "UAE"). The CISG (the Convention on the International Sale of Goods) shall not apply.

All disputes arising out of or in connection with this Agreement shall be finally settled by the courts in the UAE.