

TERMS AND CONDITIONS OF PURCHASE.

The following Terms and Conditions shall apply to all goods purchased by and or services performed for Drydocks World – Dubai L.L.C, (hereinafter referred to as DDW-D) by the party to which this Purchase Order us addressed hereinafter referred to as “Supplier”).

1. The Supplier shall supply all such materials, equipments and services (hereinafter referred to as “Goods”) in accordance with the Purchase Order (hereinafter to as the “PO”). DDW-D will not be liable for supply of orders unless they are issued on its standard order forms and duly signed by an authorized representative/s of DDW-D. This PO may be revoked or amended at any time before it is specifically accepted without any liability and or costs to DDW-D.
2. Any amended or additional terms or conditions proposed by the Supplier shall be binding if accepted by DDW-D in writing.
3. Shipment of any part of the Goods or any initiation of work towards production of the Goods or performance of any part of the Goods ordered constitutes acceptance of this PO by the Supplier, regardless of whether the Supplier has acknowledged receipt of the PO.
4. Delivery of the Goods shall be in accordance with the terms specified in the PO. Should the Supplier fail to deliver the Goods on the stipulated date/s, DDW-D reserves the right to deduct or claim (as the case may be) such amounts determined by DDW-D from the Supplier unless the default terms of delivery is specifically mentioned in the PO. In either case of default the amount of claim or deduction shall not be less than 5% of the PO value per week of default in delivery of Goods and/or alternatively DDW-D at its sole discretion shall terminate the PO without any liability towards costs incurred by the Supplier.
5. All Goods shall be suitably labeled, packed, marked and shipped to DDW-D in accordance with the requirements of common carriers and in accordance with the International laws and regulations as may be applicable. Further, the carrier of the Goods shall have appropriate documentations, which includes but not limited to the “Material Safety Data Sheet/s”, labels, placards, necessary approvals and requisites to transport the Goods. The PO number shall be mentioned on all delivery documents.
6. For import of the Goods the following documents must accompany the shipment. In the event that the Supplier does not deliver any of the required documents. DDW-D shall be entitled to claim deduct or claim the costs of clearing the shipment without these documents.

For Air Shipments: Airway Bill copy, Original signed and stamped invoice, Original Packing list, Insurance certificate and any other relevant documents.

For Sea Shipments: Two of Original Bills of Lading, Original signed and stamped Invoice, Original Packing list, Original Certificate of Origin attested by a local Chamber of Commerce, Original Insurance certificate, and any other relevant documents.

The documents must reach DDW-D before the arrival of the shipment to enable prompt clearance. DDW-D shall be entitled to claim/deduct any charges due as a result of late delivery of the documents while shipment is in the port.

For Courier Shipments: Original signed and stamped invoice, original packing list, airway bill and any other relevant documents

The aforesaid documents of respective shipments will be forwarded to DDW-D subject to the payment and delivery terms agreed in accordance with the terms specified in the PO.

For Dangerous Goods: In addition to the above documents, the Supplier shall also provide “Dangerous Goods Declaration form” and Material Safety Data Sheet/s indicating the UN number of all declared dangerous goods.

For Telecommunication Goods: In addition to the above documents, the Supplier shall also provide comprehensive details of the Goods (brochure and/or catalogue) specifying the serial number, part number, model and/or brand name.

7. The Supplier's invoice & packing list should be in the Supplier's letter head and mandatorily contain the invoice number, date, value, currency, description of the Goods in line items, basis indicating the net and the gross weight of each package of the shipment along with the country of origin and Harmonized Systems code (HS code).
The documents must reach DDW-D before the arrival of the shipment to enable prompt clearance. DDW-D shall be entitled to claim / deduct any charges due as a result of late delivery of the documents while shipment is in the port.
8. DDW-D will inspect all Goods at its warehouse unless otherwise stipulated in the PO DDW-D shall reject defective or non-conforming Goods in accordance with the PO and shall be under no obligation to pay for such Goods. Return of rejected Goods will be solely carried out at Supplier's cost, risk and expense. Acknowledgement of receipt of Goods will not affect DDW-D's right of rejection after inspection.
9. With reference to clause 7 above DDW-D reserves the right to amend the specifications of any Goods covered by the relevant PO.
10. Supplier warrants that all Goods are in accordance with the PO and free from defects caused by faulty design, material or workmanship. Warranty period shall be for a period of 12 months from date of delivery or date of installation and commissioning; whichever is the latter, unless otherwise mutually agreed in writing. The Supplier shall be liable for all costs necessary to remedy any such defects that may arise during the stipulated warranty period. Failure by the Supplier to remedy such defects after having been requested to do so by DDW-D shall entitle DDW-D to rectify the defects and claim all and any costs incurred towards the remedy from the Supplier.
11. DDW-D may cancel the PO in the following cases.
 - (a) In the event that the Supplier fails to remedy any breach within 10 days of receipt of a notice to do so or in the event of insolvency of the Supplier, the filing of insolvency proceeding against the Supplier by their creditors, or the appointment of a Receiver or Managers for the Supplier. In which cases DDW-D shall be entitled, in addition to all other remedies at law, to recover its damages.
 - (b) Or for any other reasons by giving notice in writing. In which case DDW-D shall compensate the Supplier for any acceptable and verified costs by DDW-D incurred arising from such termination. DDW-D shall not be liable for any loss to the Supplier not limited to consequential loss, indirect losses, or loss of profits.
12. The Supplier shall indemnify and hold harmless DDW-D from and against any claims and proceedings arising from the infringement of any patent, design or trademark rights related to the ordered Goods.
13. The Supplier shall at all times maintain a high level of confidentiality relating to the PO and no information contained herein shall be disclosed to any third party without prior written approval from DDW-D. If a disclosure becomes necessary for the execution of the PO the Supplier shall inform DDW-D and ensure that the third party shall be bound by the same confidentiality clause.
14. All designs, drawings, specifications, technical data samples, gauges, tools patterns moulds and other materials supplied or loaded or made expressly to instructions or paid for by DDW-D, shall be marked "Property of Drydocks World – Dubai LLC" and shall be and remain DDW-D's property and shall be returned to DDW-D when required, in good condition.
15. The Supplier shall not assign this PO, or any monies due as a result of this PO, without DDW-D prior written consent, and any attempted assignment without such consent of DDW-D shall constitute a breach of the terms and conditions of the PO.
16. The Supplier and his employees shall strictly observe and comply with all health, safety security and environment rules and regulations of DDW-D.
17. If the Supplier or DD are unable to perform any obligations hereunder due to circumstances beyond their control, including governmental acts, wars, national strikes, lock outs, acts of God, then the affected party shall immediately, but not later than 48 hours, inform the other party of such occurrences and shall accordingly forward a corrective action plan. The Supplier shall not be entitled to any additional costs under such circumstances. In the event that these circumstances persist for a period of more than 7 days, then DD shall retain the right to cancel the PO. Any additional time required for delivery under these circumstances, shall be discussed and agreed mutually.

Each party shall be responsible for its own costs in the event of such an occurrence.

18. Dispute resolution

a. The supplier hereby irrevocably agrees for the benefit of DDW-D that the Civil Courts of the Emirates of Dubai shall have jurisdiction to hear and determine any suit action or proceedings, and shall be governed by the laws of the Emirates of Dubai. In the event any disputes, which may arise out of or in connection with the terms and conditions of the PO (respectively, "Proceedings and "Disputes) and, for such purposes, irrevocably submits to the jurisdiction of Dubai International Arbitration Centre "DIAC".

b. The Supplier hereby irrevocably waives any objection which it might at any time have to the court and or DIAC referred to in sub-paragraph 18(a) being nominated as the forum to hear and determine any proceedings and to settle Disputes between the parties which may arise out of or in connection with the terms and conditions of the PO and agrees not to claim that any such court is not a convenient or appropriate forum.

c. The submission to the jurisdiction of the courts referred to in sub-paragraph 18(a) shall not (and shall not be construed so as to) limit the right of DDW-D to take proceedings against the Supplier in any other court of competent jurisdiction, nor shall the taking of Proceedings by DDW-D in any one or more jurisdictions preclude DDW-D from taking Proceedings in any other jurisdiction (whether concurrently or not) if and to the extent permitted by applicable law.

19. The PO shall be governed and interpreted by the laws of the Emirate of Dubai.

20. All delivery terms shall have the meanings as assigned to them in INCO terms as amended.

21. For the avoidance of doubt, any standard terms put forward or purportedly put forward by Supplier are expressly excluded and any services provided by Supplier shall be solely governed by these terms and conditions only.

