

GENERAL TERMS AND CONDITIONS FOR SUPPLY OF GOODS AND/OR SERVICES

These general terms and conditions (the “**Terms and Conditions**”) shall apply to the Agreement (as defined below) entered into by QTerminals W.L.L. (“**QTerminals**”) and the Supplier for the supply of Services and/or Goods.

BACKGROUND

- A. **QTerminals is a terminal operating company established to provide container, general cargo, RORO, livestock and offshore supply services in Hamad Port.**
- B. **These Terms and Conditions are referenced in QTerminals’ Invitations to Tender (“ITT”) and Requests for Quotations (“RFQ”) and shall apply to all Suppliers of Goods and Services.**
- C. **QTerminals and the Supplier agrees to be bound by these Terms and Conditions, and the Parties have accordingly entered into the Agreement in accordance herewith.**

1. INTERPRETATION

1.1 In these Terms and Conditions, the words and expressions shall have the following meanings (unless the context requires otherwise):

Agreement means the agreement between QTerminals and the Supplier for the purchase and sale of Services and/or Goods in accordance with Clause 3 below, which incorporates the Tender.

Affiliate means with respect to any person, any other person that directly or indirectly Controls, is Controlled by, or is under common Control with such person;

Confidential Information means, (i) all information of QTerminals concerning employees, products, services, customers, suppliers, contractors, other third parties conducting business with QTerminals or other technical and commercial matters, (ii) the terms of the Agreement, (iii) any information developed by reference to or use of QTerminals information referenced above and (iv) any information which according to applicable law is confidential, whether in written, oral or visual form, disclosed by QTerminals (or its Affiliates or Representatives) to the Supplier in relation to the Agreement. Such Confidential Information shall remain the property of QTerminals and shall not be given or disclosed to any third party without QTerminals’ prior written consent. The Supplier shall only use the Confidential Information for the purposes of the Agreement and shall limit internal dissemination hereof in accordance with these Terms and Conditions.

Control means the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of an entity, whether by ownership of a majority of the equity of such entity or through the ability to exercise voting power by contract or otherwise.

Data Protection Legislation means all applicable laws relating to the processing, privacy and use of personal data, as applicable to the Supplier providing Goods or Services under the Agreement, and in accordance with these Terms and Conditions, including but not limited, as applicable, to Qatar’s Data Protection Legislation, and/or any corresponding or equivalent laws that apply to the Supplier; and any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; all guidance, guidelines, codes of practice and codes of conduct issued by any relevant regulator, authority or body responsible for administering Data Protection Legislation (in each case whether or not legally binding);

Fees means the amount payable by QTerminals under the Agreement for the provision of Services and/or Goods calculated and agreed between QTerminals and the Supplier;

Goods means all materials, equipment, products/goods, commodities, software, hardware, consumables and all documentation associated therewith which shall be supplied by the Supplier;

HSE means the health, safety and environment requirements to be observed for all Services and/or Goods supplied on the QTerminals site or on behalf of QTerminals by the Supplier;

HSE Requirements means all applicable international, national and local health, safety and environmental laws, rules and regulations including those requirements and procedures instructed by QTerminals and as modified from time to time;

Intellectual Property Rights means any copyrighted material (of whatever nature), patent, inventions (whether patentable or not), registered design, database rights, design rights, topographical rights, trademark, trade name, an application to register any of the aforementioned, trade secret, service marks and any other proprietary rights in intellectual property or industrial property right of every kind and nature in any part of the world, including, without limitation:

- (a) Any renewals, amendments and extensions made under the laws of any country; and
- (b) The right to apply for the registration of any of those rights in any country in the world arising under statutory or common law, existing or hereafter filed, issued, or acquired.

Loss means any losses (including reputational losses), claims, demands, damages, costs, charges, expenses (including legal and accounting fees, expenses, court and investigation cost, litigation

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with attorney and other professional fees), fines and penalties or liabilities which may be demanded, suffered, incurred or made against QTerminals or its Affiliates relating to or arising directly or indirectly out of or in connection with the Agreement;

Liquidated Damages has the meaning given in Clause 6;

Parties means QTerminals and the Supplier.

Personnel means the Supplier's staff, employees, sub-contractors and other suppliers assisting the Supplier in the execution of the Services and/or Goods;

Qatar's Data Protection Legislation means Qatar Data Protection Law No. 13 of 2016 ("State Data Protection Law") and/or Qatar Financial Center Data Protection Regulations 2021 and Data Protection Rules, 2021 (together "QFC Data Protection Law"), each as amended or re-enacted from time to time.

Related Parties means QTerminals' or Supplier's Affiliates, officers, directors, shareholders, agents and any other person acting directly or indirectly on its behalf;

Representatives means, in relation to QTerminals its financial, legal, tax or accounting advisers, auditors, commercial bank lenders, investors and/or consultants engaged or to be engaged, at any time, in relation to the Services and/or Goods.

Services means all work and services to be performed by the Supplier, as described by QTerminals; and

Tender means the tender that the Supplier submits to QTerminals in response to the ITT or RFQ and which comprises the set of documents specified in the ITT or RFQ; and

Supplier(s) is the company that is contracting with QTerminals to supply the required Services and/or Goods.

2. ACCEPTANCE AND ORDER OF PRECEDENCE

2.1 A Tender shall not be deemed to have been accepted unless and until the Agreement has been executed between QTerminals and the successful Supplier.

2.2 QTerminals may use its discretion in selecting the successful Supplier and is not obliged to accept the lowest Tender price as the successful Supplier.

2.3 The Supplier is required to demonstrate that it has previously supplied or performed other similar Services and/or Goods, together with evidence that such supply has continued to be successfully operative for some time.

2.4 QTerminals may cancel or retender without providing reasons without being liable for compensation and, may incorporate it wholly or on a partial basis should the Tender be successful. In such case, the Supplier is deemed to have agreed to supply the accepted part of the Tender according to the same prices offered.

2.5 QTerminals has the discretion to exclude a Tender that does not conform to the conditions of the ITT or RFQ; Tenders submitted without a bond (if applicable); and/or Tenders submitted after the closing date.

2.6 In the event of any inconsistency and/or conflict among the following documents, the order of precedence will be:

- i. the Agreement;
- ii. these Terms and Conditions;
- iii. the Tender;
- iv. any exhibits to the Tender.

3. PROVISION OF SERVICES AND/OR GOODS

3.1 The Supplier shall provide the Services and/or Goods to QTerminals during the agreed term of the Agreement (the "Term") and by the date(s) and time(s) as specified by QTerminals.

3.2 As applicable, the Term will be stated in the Agreement. The Term may be extended in accordance with the Agreement for any period of time that QTerminals specifies at its absolute discretion.

3.3 In the event of any error or deficiency in the provision of the Services and/or Goods, QTerminals shall notify the Supplier in writing of the same and the Supplier shall re-perform without delay, at the Supplier's cost, the objected part of the Services and/or Goods to conform to the contractual requirements.

4. SUPPLIER OBLIGATIONS

4.1 The Supplier shall ensure that all Services and/or Goods strictly comply with the technical requirements and specifications and be entirely suitable for use and fit for purpose. Where required and applicable, the Supplier shall supply samples of the Goods and QTerminals shall have the right to examine, approve or reject any sample provided and may, at its discretion, request the samples to be tested.

4.2 The Supplier shall prepare and submit to QTerminals a document comprising of the Supplier's execution plan and providing full details of the methods and arrangements that the Supplier proposes to undertake during the execution of the Services and/or Goods. This document shall comply with the requirements of the Agreement and be approved by QTerminals.

4.3 The Supplier shall within a timely manner ensure the completion of Services and/or Goods by the scheduled completion dates set out in the Agreement. If any delay arises in the performance of the Services and/or Goods or the Services and/or Goods are not in accordance with the proposed execution plan, QTerminals shall have the right to require the Supplier, at no additional cost to QTerminals, to take all

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necessary measures including, but not limited to, deploying additional equipment and services to eliminate or mitigate such delay, working overtime, or employing additional Personnel. Further, at QTerminals' sole discretion, where Supplier has failed to rectify in accordance with notice issued by QTerminals, QTerminals shall be free to acquire replacement Services and/or Goods from a third party at the Supplier's expense, and without liability to the Supplier.

4.4 The Supplier shall notify QTerminals upon performance and completion of the Services and/or Goods and QTerminals shall determine whether the Goods have been supplied, and/or the Services have been performed and completed in accordance with the applicable standards. QTerminals may, within thirty (30) days of receiving such notification, issue a certificate of completion for the Services; or notify the Supplier that the Services and/or Goods have not been performed in accordance with the requirements set forth by QTerminals.

4.5 The Supplier shall, to the best of his ability, provide the Services and/or Goods with all due care, skill in an efficient manner in accordance with the highest professional standards and use its utmost endeavors to promote and advance the interests and reputation of QTerminals.

4.6 The Supplier shall observe and apply QTerminals' guidelines, instructions, requests, and all rules, regulations and other requirements that apply to the provision of Services and/or Goods.

4.7 The Supplier shall not engage in any conduct detrimental to the interests of QTerminals or contrary to the instructions of QTerminals.

4.8 The Supplier warrants that all Services and/or Goods shall:

- (a) Be performed by suitably qualified and experienced Personnel;
- (b) Be performed with due care and skill, in a professional, efficient and safe manner, and to best industry standards;
- (c) Be fit for the purpose for which they are provided; and,
- (d) Be compliant with the required specifications and meet the requirements set out in the Agreement.

4.9 The Supplier further warrants that:

- (a) It shall comply with the required specifications and meet the requirements of QTerminals as set out in the Agreement;
- (b) It shall carry out all actions, matters and other things considered incidental and necessary for the efficient and proper supply of the Services and/or Goods;

- (c) It shall at all times ensure that the supply of the Services and/or Goods cause minimum disruption to the business activities and operations of QTerminals;
- (d) It shall, at its own expense, fully comply with all laws, regulations and standards applicable to the performance of the Services and/or Goods including any policies, standards, directions and procedures belonging to QTerminals, and ensure that all required approvals and consents are obtained whether in the State of Qatar or elsewhere, as applicable;
- (e) The supply to, and the use of the Services and/or Goods, does not and will not contravene any laws and regulations or, infringe the rights of a third party (including any Intellectual Property Rights);
- (f) The supply of the Services and/or Goods will be performed in a safe, competent and professional manner;
- (g) At no additional charge and without prejudice to any other rights or remedies of QTerminals, re-perform any of the Services and/or Goods that do not meet the requirements of the Agreement; and
- (h) Ensure all tools and equipment used for the purposes of supplying the Services and/or Goods are maintained, calibrated, certified and, are in good and safe working condition
- (i) It shall obtain and maintain all insurances required in accordance with the Agreement and these Terms and Conditions.

5. HEALTH, SAFETY AND ENVIRONMENT

5.1 The Supplier shall adhere to and pursue the highest standards of HSE Requirements, as may be applicable to the provision of Services and/or Goods.

5.2 The Supplier is a responsible employer and confirms that it provides and will continue to provide a safe working environment for, and ensure the safety and wellbeing of, all their Personnel. The Supplier represents, warrants and undertakes that any and all of its Personnel working on QTerminals matters will not exceed the reasonable working hours of the country in which they are based thereby ensuring that their health and wellbeing is not compromised in any way in their workplace.

5.3 The Supplier shall ensure that all Personnel are fully familiar with and comply with HSE Requirements and QTerminals' HSE Management of the Supplier document (Doc. No. QT-HSE-MSS-10) and other policies and procedures which QTerminals may issue from time to time. Supplier may

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access such documents on QTerminals' website.

5.4 The Supplier shall regularly monitor its HSE performance and record performance data on a basis that conforms in all material respects with applicable industry standards and conduct an annual review of its HSE plan. The Supplier shall at QTerminals' request provide documentary evidence to QTerminals that it has complied with the HSE plan.

6 LIQUIDATED DAMAGES

6.1 QTerminals and the Supplier acknowledge that it would be difficult, if not impossible, to accurately determine the value of damages suffered by QTerminals as a result of delay, failure or non-performance with respect to delivery of the Services and/or Goods and that the Liquidated Damages (as defined below) constitute a genuine and reasonable pre-estimation of the probable damages that QTerminals may suffer, and are not disproportionate to the legitimate interests of QTerminals that they are designed to protect.

6.2 Provided that it is not stipulated otherwise in the Agreement, in any event of the Supplier's delay, failure or non-performance with respect to delivery of the Services and/or Goods, the Supplier shall pay delay damages to QTerminals for such default. These delay damages shall consist of a sum equivalent to 1% of the estimated or total Agreement value for each day of delay, failure or non-performance of supply of the Services and/or Goods ("Liquidated Damages"). The total Liquidated Damages shall be capped at 10% of the estimated or total Agreement value.

6.3 QTerminals and the Supplier hereto acknowledge and agree that the sums payable under this Clause constitute the Liquidated Damages (and not penalties) and are in addition to any other rights of QTerminals under the Agreement.

6.4 QTerminals shall be entitled to set-off any Liquidated Damages amounts due and payable by the Supplier under the Agreement against any amounts otherwise payable by QTerminals to the Supplier.

7 CURRENCY

7.1 Unless specified otherwise, the Tender offer shall be priced in Qatari Riyals, the currency of the State of Qatar, save to the extent specifically permitted by QTerminals.

7.2 The total cost included in the Tender form shall be the cost adopted and QTerminals shall not take into consideration any figures or mistakes made by the Supplier during calculation.

8 EXCLUDED COSTS

8.1 The Supplier shall be fully responsible for all and any expenses associated with the preparation of the Tender offer. QTerminals shall not be liable for any such expenses or Loss(es).

9 ALTERATION OF PRICES

9.1 It is not permissible for Suppliers to alter any prices following submission of the Tender. Any discrepancies found in the quoted price and the actual total price upon evaluation shall result in the adoption of the total lowest price (i.e., either the total price as stated in the Tender, or the total price identified upon evaluation). Arithmetic errors exceeding 5% of the total price shall result in disqualification of the Tender unless the Tender is accepted for reasons of public interest.

10 PAYMENT

10.1 In exchange for providing the Services and/or Goods in full conformity with the requirements of the Agreement and to QTerminals' satisfaction, QTerminals shall upon submission of acceptable invoices, pay the Supplier the Fees agreed to by the Parties and specified in the Agreement. All Fees shall be fixed fees.

10.2 The Fees shall be firm and definitive and shall be inclusive of all costs, expenses and applicable taxes; no further amounts are payable by QTerminals, unless otherwise agreed in writing. The Fees shall not be subject to any interest, escalation or inflation during the term of the Agreement. Any change in the fees shall be communicated in writing by the Supplier and approved by QTerminals by incorporating an addendum and shall be applicable after the date of signing such addendum by all Parties.

10.3 The Supplier shall submit to QTerminals invoices in accordance with the due dates stipulated in the Agreement. Unless stipulated otherwise in the Agreement, QTerminals shall pay any valid and undisputed invoice, issued by the Supplier, on the invoice format provided by QTerminals, within thirty (30) calendar days after receipt and approval of that invoice to the bank account nominated by the Supplier. If the invoice or any part of the invoice is found to have been rendered incorrectly, the Supplier shall revise and re-issue a new invoice and, if this occurs after payment has been made, then to the extent it has been incorrectly rendered, any overpayment shall be recovered by QTerminals from the Supplier.

10.4 Payments made by QTerminals shall not be construed as a waiver of any right or acceptance of the Services and/or Goods. Without any prejudice to QTerminals' rights, if QTerminals

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disputes the amount of any invoice, QTerminals may, on written or verbal notice to the Supplier, withhold or suspend payment of any disputed part of the invoice until the dispute is resolved. In such event, the Supplier must continue to perform their obligations under the Agreement while the dispute is resolved.

10.5 In the event QTerminals has not received any invoice of the goods and/or services under the Agreement at the address specified one-hundred and eight (180) days after the delivery of the goods or completion of the services, such goods or services shall not qualify for invoicing and shall not be payable.

11 TAXES & GOVERNMENT CHARGES

11.1 The Supplier shall be responsible at all times for all taxes, withholds, fees, imports and other duties including customs duties of any kind, which may be levied on the Supplier or its Personnel in any country because of the signature or performance of the Agreement.

11.2 The Supplier shall submit an income tax declaration to the appropriate authorities in accordance with the laws of the State of Qatar as applicable. To the extent required under the same laws, QTerminals is required to inform the foregoing authorities that the Agreement has been entered into and specify payments made or due to the Supplier hereunder.

11.3 Where required under the Qatar Tax Regulations, the Supplier shall apply for a tax card with the General Tax Authority. In the event that the Supplier does not provide for a tax card, QTerminals shall deduct withholding tax from payments made to the Supplier in accordance with the Qatar Tax Regulations and pay such withholding tax to the General Tax Authority and provide the Supplier with a certificate evidencing the payment of this tax to the General Tax Authority.

11.4 On payments made to project specific temporary branches registered in Qatar with activity more than 180 days in a year, QTerminals will retain 3% of the invoice amount and when requested by the General Tax Authority remit any amount so retained to the appropriate authorities. Any such retentions retained by QTerminals will be released to the Supplier upon production of a Tax Clearance Certificate by the Supplier. Failure by QTerminals to do so shall not relieve the Supplier from its liability to pay the tax concerned.

11.5 To the extent the Services and/or Goods being provided under the Agreement are, or will, during the course of the Agreement, be subject to Value Added Tax ("VAT") under Qatar law, the Supplier shall add VAT to the invoice at prevailing rate as applicable. QTerminals shall pay the VAT to the Supplier, if the Supplier provides valid VAT invoice which is in accordance with

prevailing Qatar law. The Supplier will provide details of its VAT registration and such other information as is reasonably requested in connection with the QTerminals' VAT reporting requirement in relation to the supply of Services and/or Goods under the Agreement.

11.6 The payment procedure referred to in this Clause shall apply mutatis mutandis to the payment of such additional amounts that may become due to the Supplier as a result of variation of other terms to the Agreement.

12 PERFORMANCE BOND

12.1 The Supplier (at his cost), and if applicable under the Agreement, shall within ten (10) days of the Agreement being signed, deliver to QTerminals an unconditional and irrevocable performance bond payable upon first demand and issued in accordance with the wording that will be deemed satisfactory to QTerminals amounting to ten percent (10%) of the total Agreement value, and it shall be issued by a reputable bank operating in the State of Qatar, accepted by QTerminals ("Performance Bond"). The Supplier shall ensure that the Performance Bond is valid and enforceable throughout the Term, including the guarantee and maintenance period to cover any default due to deficiency that may appear in the Services and/or Goods, or in any part of the Goods and Services or contractual obligations.

12.2 It is the responsibility of the Supplier to keep the Performance Bond valid throughout the Term and as stipulated in the Agreement, together with any extension to such Term. All costs associated for such extensions and amendments shall be borne by the Supplier. If the Supplier fails to extend the validity of the Performance Bond thirty (30) days prior to its expiry date, QTerminals may immediately claim the full amount of the Performance Bond.

12.3 Should the Supplier be entitled to an advance payment as stipulated in the Agreement, the Supplier shall provide the bank guarantee, by a reputable bank operating in the State of Qatar. The advance payment shall be repaid the amortization rate instructed by QTerminals. For the avoidance of doubt, the Supplier shall have repaid the full amount of the advance payment prior to the expiry of the Term.

13 TERMINATION

13.1 QTerminals shall have the right to terminate the Agreement immediately without any notice to the Supplier if:

- (a) The Supplier commits a breach of the terms of the Agreement and the breach is not cured to QTerminals' satisfaction within fifteen (15) days of notice of such

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breach;

- (b) The Supplier is repeatedly in breach of any term of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Agreement;
- (c) The Supplier or any of its personnel or sub-Suppliers commit any act of fraud or dishonesty in relation to the Agreement;
- (d) The Supplier becomes insolvent or is declared bankrupt;
- (e) The Supplier is placed under guardianship or an administrator is appointed on the part of the Supplier;
- (f) The Supplier's company is wound up or taken over;
- (g) The Supplier discontinues its current business;
- (h) a significant portion of the Supplier's assets are seized;
- (i) The shares in or the assets of the Supplier's company are transferred to a third party;
- (j) The Supplier must for any other reason be deemed unable to fulfill the obligations under the Agreement;
- (k) The Supplier's license is withdrawn, which license is required for the execution of the Agreement
- (l) The Supplier does anything that materially damages or is likely to material damage the reputation of QTerminals.

or,

- (m) The Supplier or any of its Personnel or sub-contractors is determined by QTerminals to be in breach of Clause 18 (Corrupt Practice), or Clause 24 (Compliance)..

13.2 Notwithstanding the above, QTerminals may at its absolute discretion, by providing fifteen (15) days written notice to the Supplier, terminate the Agreement for convenience without cause, in which case QTerminals shall be liable to pay the Supplier for all Services completed and/or Goods shipped or supplied to QTerminals, up to the effective date of termination.

13.3 The forgoing provisions of this clause are without prejudice to any other rights and remedies of QTerminals under the Agreement or at law.

13.4 In case of termination, QTerminals shall be entitled to perform or complete the Services and/or Goods, and/or arrange for others to do so.

14 EFFECT OF TERMINATION

14.1 The termination of the Agreement shall not prejudice or affect any accrued right, power or remedy, which has accrued or shall accrue to either Party prior to or after such termination or expiry.

14.2 As soon as practicable after expiry or termination of the

Agreement, the Supplier shall at no further cost to QTerminals:

- (a) Return to QTerminals all equipment, documents, records and materials provided by QTerminals or retained by the Supplier for the Agreement;
- (b) Erase all Confidential Information from its computer and communications systems and devices used by it, its Related Parties and Personnel, including such systems and data storage services provided by third parties (in each case to the extent technically and legally practicable)
- (c) Provide to QTerminals a written copy of all documents product as part of the supply of Services and/or Goods provided under the Agreement
- (d) Return to QTerminals all copies of Confidential Information and any other information specific to QTerminals that is in the possession of the Supplier or its sub-contractors;
- (e) Provide any such services reasonably required by QTerminals for the orderly, uninterrupted transition of the supply of the relevant Services and/or Goods to QTerminals;
- (f) In consultation with QTerminals, take all reasonable steps to mitigate any circumstances which arise which would result in any amount becoming payable to the Supplier.

14.3 Any provision of the Agreement that expressly or by implication is intended to survive termination or expiration of the Agreement shall remain in full force and effect.

15 INDEMNITY AND LIMITATION OF LIABILITY

15.1 The Supplier shall indemnify, defend and hold QTerminals harmless from and against any and all Loss suffered, incurred or sustained by QTerminals resulting from, arising out of or relating to any breach, nonfulfillment of or failure by the Supplier to perform any warranty, term, covenants, obligations or agreements contained herein.

15.2 QTerminals' maximum aggregate liability to the Supplier shall not be more than half of the total or estimated Agreement value. If the Agreement is primarily a continuing performance agreement with a term of one (1) year or more, the total or estimated Agreement value will be set at the total of the Fees that QTerminals has paid during the three (3) months prior to the event giving rise to damage, exclusive of VAT.

15.3 The liability of QTerminals for indirect loss, including intangible loss or harm, consequential loss, lost profits, missed

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savings, loss of data, and business interruption losses, is at all times excluded.

15.4 To the maximum extent permitted by law, QTerminals' maximum aggregate liability to the Supplier shall not be more than half of the total or estimated Agreement value.

16 INSURANCE

16.1 During the term of the Agreement, the Supplier shall, at its own expense, maintain in full force and effect necessary insurance coverage in an amount sufficient to protect the Supplier and QTerminals from all claims which may arise out of result from the Supplier's performance under the Agreement. Where applicable, such insurance may include public third-party liability, professional indemnity, product liability, workers compensation, marine cargo insurance, all risk insurance, property all risk insurance, installation all risk cover, automobile liability insurance and any other insurance that is deemed as applicable. Upon QTerminals' request, the Supplier shall provide QTerminals with documentation to evidence the insurance coverage. QTerminals' acceptance of any insurance documents shall not constitute acceptance of the adequacy of coverage.

17 DATA PROTECTION

17.1 The Supplier shall comply with all applicable requirements of the Data Protection Legislation.

17.2 Notwithstanding the provisions of this clause, the Supplier shall, in relation to any personal data processed in connection with the performance of the Supplier of its obligations under the Agreement:

- (a) Process the data in accordance with QTerminals' documented written instructions;
- (b) Use and process data to the extent, and in such manner, as is necessary for the provision of the Services and/or Goods;
- (c) Implement technical and organizational appropriate measures to protect the data against unauthorized or unlawful processing and against accidental, loss, destruction, damage, alteration or disclosure;
- (d) Ensure that all Supplier personnel requiring access to the data are obliged to keep the personal data confidential;
- (e) Notify QTerminals immediately upon becoming aware of any personal data breach;
- (f) Obtain QTerminals' prior written consent to transfer the data to any sub-contractors or affiliates for the provision of the Services and/or Goods; and
- (g) Maintain complete and accurate records and information to demonstrate its compliance with this

clause.

18 CORRUPT PRACTICE

18.1 Neither the Supplier, nor Personnel or any person employed by it or acting on Supplier's behalf (including its Related Parties), with or without its knowledge and consent, shall give nor offer to give any person any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, any act in relation to obtaining or execution any Agreement or these Terms and Conditions.

19 CONFIDENTIALITY

19.1 The Supplier agrees and shall cause the Personnel and its Related Parties to use the Confidential Information solely for the purpose of the Agreement and no other purpose whatsoever, and, to not divulge to any third party the terms of the Agreement, and any documents in connection with the Agreement (including these Terms and Conditions) and to not disclose any information that is considered 'Confidential Information' without obtaining prior written consent from QTerminals.

19.2 The obligations of confidentiality under this clause do not extend to information which (whether before or after the Agreement):

- (a) Is required by law, regulation, government body, stock exchange or court order to disclose the information;
- (b) Is public knowledge (and has not become public knowledge because of either QTerminals or Supplier breach of confidentiality); or,
- (c) Is rightfully known to, or in the possession or control of the Supplier, and not subject to an obligation of confidentiality on the Supplier.
- (d) The Supplier undertakes during the continuation of the Agreement:
- (e) to keep confidential, in safe custody all QTerminals' Confidential Information and not to disclose the same to any third party;
- (f) not to use QTerminals' Confidential Information for any purpose other than in connection with the Agreement;
- (g) to limit access to QTerminals' Confidential Information to those of the Personnel and its Related Parties who reasonably require such information for the purposes of the Agreement and to take reasonable steps to ensure that each such employee shall observe the restrictions as to confidentiality, disclosure and use;
- (h) to take all measures to ensure that no breach occurs as a result of the Supplier's actions with respect to the

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secrecy provisions of QTerminals' agreements with third parties.

19.3 The obligations contained in this clause shall continue during the period of the Agreement and for a period of three (3) years from the effective date of the termination of the Agreement, notwithstanding the completion of the Services and/or Goods or the termination of the Agreement.

19.4 The Supplier shall maintain effective security measures to protect all the Confidential Information in the possession or control of the Supplier from any unauthorized access, use or disclosure.

19.5 The Supplier shall notify QTerminals immediately in writing if the Supplier becomes aware of any anticipated, suspected or actual breach of this clause and take all reasonable measures to prevent or cease that breach at the Supplier's expense.

20 CONFLICT OF INTEREST

20.1 The Supplier shall hold QTerminals' interests paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own corporate interests. If during the period of the Agreement, a conflict of interest arises for any reasons, the Supplier shall promptly disclose the same to QTerminals and seek its instructions. Failure to do so will be considered a significant breach of the Agreement entitling QTerminals to immediate termination and compensation for any damages it would suffer.

20.2 The Supplier shall not engage and shall cause their Personnel and its Related Parties not to engage, either directly, or indirectly, in any business or professional activities which may conflict with the activities assigned to them under the Agreement.

21 INTELLECTUAL PROPERTY RIGHTS

21.1 All Intellectual Property Rights developed by the Supplier under the Agreement shall vest in QTerminals upon creation. The Supplier hereby irrevocably assigns to QTerminals by way of present and future assignment (as applicable) its whole right, title and interest in and to such Intellectual Property Rights free from all liens, charges and encumbrances at no cost to QTerminals and without imposing further conditions with the intent that the same shall vest in QTerminals immediately or, in the case of goods, documentation or other deliverables not yet in existence, that the Intellectual Property Rights shall so vest immediately upon coming into existence.

21.2 The Supplier shall defend, indemnify and hold harmless QTerminals from and against all claims resulting from any

proceeding brought against QTerminals, its Affiliates or QTerminals' Related Parties, based on a claim that any goods or services, or their use in the manner intended by the Supplier, infringe any patent or other intellectual property right. The Supplier shall pay any judgment awarded as a result of any such proceeding against the QTerminals or its Affiliates. If the use of any such goods or services as intended by the Supplier is prohibited, the Supplier shall, at its own expense, either obtain for QTerminals and its Affiliates the right to continue using such goods or services, replace it with a non-infringing good (at QTerminals' satisfaction), or refund the purchase price together with any incurred costs.

22 ADVERTISING & PUBLICITY

22.1 The Supplier agrees that they may not in any way use the name of any member of QTerminals' personnel in any advertising, packaging, promotional material or any other publicity without QTerminals' prior written consent.

23 AUDIT AND RECORDS

23.1 QTerminals shall have the right during the Term and three (3) years thereafter to instruct a third-party auditor to audit the accounting records of the Supplier, and QTerminals shall have access all records, books, premises, staff and other facilities ancillary to the Supplier's performance of the Agreement for verifying any Fees, facilities, and Services provided under the Agreement. QTerminals shall be able to exercise the rights contained herein within seventy two (72) hours of written notice being provided to the Supplier.

23.2 Where the audit reveals that the Supplier's performance is not conforming to the required obligations and specifications under the Agreement, the Supplier must ensure that all necessary actions are taken to remedy the non-conformity.

23.3 The Supplier is required to ensure that its sub-contractors also comply with any reasonable directions provided by QTerminals and are ready to allow access to the auditors to verify records.

23.4 All financial and operational records must be accurately retained by the Supplier, and the Supplier shall ensure the same of its sub-contractors; in an auditable and accessible format during the term of the Agreement and three (3) years following termination or expiry.

24 COMPLIANCE

24.1 The Supplier confirms it has read, understood and is in compliance with the "QTerminals Third Party Code of Conduct"

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and with the principles of the "QTerminals Code of Conduct" and shall to the extent required, for the purpose of this Agreement, act in accordance with such documents.

24.2 The Supplier shall comply with all applicable state and local rules, regulations and laws as may be applicable for the provision of Goods and/or Services. The Supplier shall ensure that the Personnel and its Related Parties follow the relevant international, national, and local health, safety and environmental laws, rules and regulations and comply with the respective procedures set forth by QTerminals.

24.3 The Supplier has complied and will stay in compliance with all applicable anti-bribery, anti-corruption and anti-money laundering laws. The Supplier certifies, represents and warrants, that it has never been, nor is it currently implicated in any way (including accused, investigated, charged, arrested, or prosecuted) of corruption, bribery, money laundering, fraud or making corrupt payments, and that the Supplier has never been fined, penalized, convicted or found guilty for any violation of any applicable anti-bribery, anti-corruption or anti-money laundering laws.

24.4 Without prejudice to the generality of the foregoing provisions, the Supplier undertakes and warrants to QTerminals that neither it nor any of its Related Parties or Personnel, shall, directly or indirectly, in relation to the Agreement, give, promise or attempt to give, or approve or authorize the giving of, anything of value to: (a) any employee, officer or director of QTerminals or its Affiliates; or (b) any other person, including any Public Official; for the purpose of (i) securing any improper advantage; (ii) inducing or influencing a Public Official to take or refrain from any action in order to directly or indirectly obtain or retain business.

24.5 Supplier further warrants and undertakes to QTerminals that to the best of its knowledge, neither the Supplier nor any of its Related Parties or Personnel has carried out any of the actions described in Clause 24.3 above.

24.6 The Supplier represents, warrants and undertakes that during the performance of the Agreement, neither it nor any of its Related Parties or Personnel is or will be subject to any sanctions issued and administered by the United Nations Security Council, the European Union, the Office of Financial Sanctions Implementation of Her Majesty's Treasury in the United Kingdom, the Office of Foreign Assets Control of the U.S Treasury Department or by the State of Qatar.

24.7 Without prejudice to any other rights and entitlements herein, and for the avoidance of doubt, if the Supplier, its Related Parties, Personnel, agents or other intermediaries acting on its behalf is implicated or alleged to having breached or breaches any

of the obligations, representations, warranties and undertakings under Clauses 24.1, 24.2, 24.3, 24.4 and 24.5, QTerminals may terminate the Agreement with immediate effect and without incurring any liability.

25 STATUTORY REQUIREMENTS

The Supplier shall at all times comply with the laws and regulations applicable to the type of activities to be provided under the Agreement and shall, at its own cost, prior to delivery of any Services and/or Goods, supply the required governmental or administrative documents and obtain from authorities such stamps as may be required to all the Services and/or Goods to be put into operation.

26 LOCAL PRINCIPAL & AGENT

The Supplier shall name and notify QTerminals of its local agent in the event that the Supplier is not an entity with presence in the State of Qatar. The Supplier is required to inform QTerminals should it not have a local agent or if the local agent is bidding on behalf of an overseas entity.

27 WAIVER

27.1 The failure by either party to exercise any right or remedy shall not constitute a waiver of that right, or remedy. No terms and conditions under the Agreement shall be deemed to be waived except by notice in writing signed by QTerminals and the Supplier.

27.2 Subject to this clause, the failure by a party to enforce any clause of the Agreement or any forbearance or delay granted by that party to another party will not be construed as a waiver of its rights under the Agreement.

28 SUB-CONTRACTING

28.1 The Supplier shall not engage any sub-contractor under the Agreement without first obtaining the prior written consent of QTerminals. Such consent shall not relieve the Supplier of any of its obligations hereunder, nor shall it create any contractual relations between QTerminals and the Supplier's sub-contractors.

28.2 Once approved such sub-Suppliers cannot be replaced, except with the written permission of QTerminals.

28.3 The Supplier shall remain responsible for any acts or omissions of approved sub-contractors to the same extent as if such acts or omissions were applicable to the Supplier.

28.4 The Supplier must ensure that its sub-contractors comply with all laws and standards applicable to the performance of the Supplier's obligations under the Agreement and, possess adequate experience in the related Services and/or Goods.

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28.5 QTerminals shall have the right to reject any sub-contractor suggested by the Supplier, without assigning any reason whatsoever and without being liable for compensation.

29 ASSIGNMENT

29.1 The Supplier shall not assign or transfer any of its rights or obligations under the Agreement or any party thereof, nor shall it assign or transfer any share or interest therein in any manner without obtaining the prior written approval of QTerminals.

29.2 QTerminals shall have the right to assign, transfer or pledge all of its rights and obligations under the Agreement or any part thereof, or any share or interest therein on reasonable notice, without the consent of the Supplier.

30 RELATIONSHIP OF PARTIES

30.1 Nothing in the Agreement will give rise to any relationship of partnership, agency, employment, franchise, joint venture or otherwise between the Parties. The Supplier hereby acknowledges and agrees in respect of its undertakings and obligations under the Agreement that it is an independent Supplier and warrants that it will not hold itself out to any third parties as being a partner, agent, employee or otherwise of QTerminals.

30.2 The Supplier shall act as an independent Supplier in performing the Services and/or Goods, maintaining complete control over its Personnel and Related Parties and shall in no case represent QTerminals or act in its name without its prior written approval.

31 GOVERNING LAW & DISPUTE RESOLUTION

31.1 These Terms and Conditions are governed by, construed and enforced in accordance with the laws and regulations of the State of Qatar. Such laws include without limitation any ordinance, rule, decree, regulation or order of any governmental authority, commission or agency of the State of Qatar. The Supplier shall fully assimilate themselves with the laws and regulations of the State of Qatar, particularly those pertaining to the Services and/or Goods to be provided.

31.2 No Party is entitled to commence any action or proceedings before attempting to resolve any dispute in accordance with the amicable process prescribed in this clause.

31.3 Any dispute between the Parties arising out of or in connection with the terms or interpretation of the Agreement shall be resolved amicably as follows:

- (a) Either Party may notify the other Party with a written notice of the occurrence of a dispute setting out the

details of the dispute.

- (b) Delegates of the Parties with authority to settle the dispute, will meet once within two (2) weeks from the date of the said written notice and endeavor to resolve the dispute.
- (c) If the dispute is not resolved at the meeting, the Parties must then refer the dispute to the senior executive of each Party. The senior executive of each of the Parties shall meet once within two (2) weeks from the date the dispute is referred to the senior executive, and endeavor to resolve the dispute.

Any amicable settlement discussions shall be confidential and without prejudice and shall not be referred to or disclosed in any subsequent arbitration or related proceedings.

31.4 After exhaustion of the amicable process prescribed in this clause above, if the dispute is not fully resolved, then either Party may refer the dispute for final settlement by the Courts of the State of Qatar unless the dispute, controversy or claim is above QAR 500,000 (five hundred thousand Qatari Riyals) in which case it shall be settled by arbitration in Qatar at the Qatar International Center for Conciliation and Arbitration ("QICCA") by a sole arbitrator appointed by QICCA and such arbitration shall be conducted in English and in accordance with the Rules of the International Chamber of Commerce ("ICC"). The arbitration award shall be final and binding on both Parties. Arbitration may be commenced prior to or after completion of the Services and/or Goods. The obligations of the Parties shall not be altered by reason of any arbitration being conducted during the progress of the Services and/or Goods.

32 NOTICES

Notices under the Agreement shall be sent for the attention of the person and to the address or email address that has been nominated by either QTerminals or the Supplier. Any such information notice or form of communication shall be issued by the authorized or nominated representative of the party and addressed to the authorized or nominated representative of the other party.

33 SEVERABILITY

In the event that any or any part of the Terms or Conditions is determined as being invalid, unlawful or unenforceable by order, decree or judgement of a court competent of jurisdiction, such

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term or condition to the extent that it is invalid, unlawful or unenforceable will be severed from the Terms and Conditions, and the remaining terms and conditions will continue to be valid and enforceable to the fullest extent permitted by law.

34 SURVIVABILITY

The obligations of QTerminals and the Supplier contained in Clause 14 (Effect of Termination), Clause 15 (Indemnity and Limitation of Liability), Clause 19 (Confidentiality), Clause 22 (Advertising and Publicity), Clause 23 (Audit and Records), Clause 31 (Governing law and Dispute Resolution) and Clause 32 (Notices) shall survive termination or expiration of the Agreement regardless of the underlying cause.