

PURCHASE ORDER TERMS AND CONDITIONS

These purchase order terms and conditions (hereinafter referred to as the "PO Terms and Conditions") shall apply to all purchase order documents pertaining to the purchase of goods and/or services acquired by QTerminals W.L.L. (hereinafter referred to as "QTerminals"). The (i) Purchase Order Terms and Conditions and; (ii) Purchase Order shall constitute the entire agreement between QTerminals and the Supplier (the "Agreement").

1. GENERAL

The purchase order ("**Purchase Order**") constitutes an instruction by QTerminals to purchase the goods and/or services subject to these PO Terms and Conditions. The Supplier shall be deemed to have accepted these PO Terms and Conditions by acknowledging a Purchase Order or by delivering any goods and/or services. Further provided that in the event that QTerminals and the Supplier have entered a separate specific agreement covering the provision of the goods and/or services, such specific signed agreement shall prevail over these PO Terms and Conditions.

No Purchase Order shall be recognized by QTerminals unless it is issued on QTerminals' form of Purchase Order. No waiver, alternation or modification of these PO Terms and Conditions shall be binding upon purchase unless made in writing and signed by a duly authorized representative of QTerminals.

2. CONSIDERATION

The price stated in the Purchase Order is firm, non-revisable and no extra charges of any type including packing, boxing, storage or cartage shall be allowed unless specially agreed to in advance and in writing by QTerminals. The price includes all information, components, services and documentation required to fulfill the Purchase Order.

The price shall include without limitation:

- a) All applicable duties, statutory levies and taxes referred to in Clause 17 "Tax" below;
- b) Any costs relating to the packing and handling, transfer, delivery and insurance of goods and/or services up to the delivery point, subject to INCOTERMS 2020, as stated in the Purchase Order;
- c) Any license fees including, without limitation, software license fees whether separate or as part of the goods and/or services, royalties, levies or other charges for use of intellectual property rights of the Supplier and any third parties relating to the goods and/or services; and
- d) Any costs and expenses to supply, test and achieve acceptance of the goods and/or services including, without limitation, charges for legal and regulatory compliance, performance bonds, utilities, testing, inspection and Supplier resources as applicable, including the cost of Supplier's accommodation, travel and other expenses.

3. DELIVERY

Except as otherwise specified in the Purchase Order, terms for the delivery of the goods shall incorporate the INCOTERMS 2020.

Time is of the essence and deliveries are to be made only in the quantities and at the times specified in the Purchase Order. Any goods shall be delivered DDP, Doha, States of Qatar ("Delivery Duty

Paid" as per INCOTERMS 2020), unless otherwise specified in a Purchase Order.

Unless otherwise agreed in writing, the Supplier shall not make material commitments, or production arrangements in excess of the amount or in advance of the time necessary to meet QTerminals' delivery schedule which the Supplier acknowledges to have received. The Supplier shall not anticipate QTerminals requirements by making advance deliveries unless agreed otherwise. Any goods shipped to QTerminals in advance of the delivery lead time set forth in the Purchase Order may be returned by QTerminals to the Supplier at the Supplier's expense.

4. DELAY IN DELIVERY

The delivery lead time stipulated in the Purchase Order is binding and constitute a material element of the Purchase Order. Any delay in delivery of an order shall entitle QTerminals to delay damages of 1% of the Purchase Order price for each day of default, non-performance, failure or delay of supply of goods and/or services beyond the agreed delivery lead time. The total delay damages shall be capped at 20% of the total Purchase Order value. Imposition of such delay damages shall not prejudice the right of QTerminals to claim further recourse for damages and is independent from other sanctions to which the default of the Supplier may give rise. The Supplier shall promptly notify QTerminals in writing for any reasons of delay in delivery and, the estimated duration of the delay. If requested by QTerminals, the Supplier may be required to ship delayed goods and/or perform any required services and any added cost shall be borne by the Supplier. QTerminals reserves the right to cancel any Purchase Order in whole or in part for the undelivered goods or unperformed services.

5. VERIFICATION AND RECORDS

QTerminals shall be afforded the right to test/inspect the goods and/or monitor/review the Services at Supplier's premises or on receipt of goods and/or services in order to ascertain whether they comply with the requirements of the Purchase Order. No such verification shall relieve the Supplier of its obligations and warranties under these PO Terms and Conditions. Quality records shall be maintained for three (3) years unless otherwise specified to demonstrate conformance to contractual requirements and the standard of the goods and/or services supplied.

6. INSPECTION, REJECTION AND TRANSFER OF RISK

All goods and/or services delivered or performed by Supplier shall be subject to final review, inspection and acceptance by QTerminals. The Supplier shall provide all reasonable facilities and assistance at no extra cost to QTerminals. If the goods and/or services do not

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meet the specific requirements of the Purchase Order, QTerminals shall be entitled to reject any defective goods and/or services or require the Supplier to repair, replace or re-perform the deficient or non-conforming goods and/or services without undue delay. The Supplier shall be responsible for all costs, charges and expenses incurred in connection with the repair, replacement or other action to ensure the goods and/or services are or will be as warranted, including any costs for collection or delivery. No replacement or correction of nonconforming goods and/or services shall be made by Supplier unless agreed to in writing by QTerminals. The foregoing shall not be construed to limit or exclude any other rights or remedies available to QTerminals under these PO Terms and Conditions or by law. If QTerminals rejects the completion of the supply of goods and/or services and considering the urgent requirements of the goods and/or services, QTerminals may request a third party to complete the supply of the goods and/or services at the Supplier's full expense.

The risk for the supply of goods and title shall transfer to QTerminals at the time QTerminals notifies the Supplier that the goods have passed any required testing/inspection or, if no testing/inspection is required, at the time that QTerminals accepts delivery of the goods. If shipment of goods is international, the risk of loss or damage to the goods shall pass to QTerminals in accordance with the provisions of the agreed INCOTERMS 2020.

7. WORKING ENVIRONMENT

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 its employees. The Supplier hereby confirms and undertakes that any and all of its employees attending to QTerminals' matters will not exceed the reasonable working hours thereby ensuring that their health and wellbeing is not compromised in any way in the workplace. Moreover, the Supplier shall comply with the health, safety, security and environmental policy of QTerminals.

8. INDEMNITY AND LIMITATION OF LIABILITY

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.

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

9. INSURANCE

During the term of the Purchase Order, 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 or result from the

Supplier's performance under the Purchase Order. If applicable, such insurance may include public/third-party liability, professional indemnity, product liability and workers compensation. 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.

10. COMPLIANCE WITH LAWS

The Supplier confirms it has read, understood and is in compliance with the "QTerminals Third Party Code of Conduct" and with the principles of the "QTerminals Code of Conduct" and shall to the extent required, for the purposes of the Agreement, act in accordance with such documents.

The Supplier shall comply fully with all applicable laws, including without limitation, any ordinance, rule, decree, regulation or order of the State of Qatar for the supply of goods and/or services required under the Purchase Order.

11. WARRANTIES

All goods sold hereunder and every party of them shall conform to the description by which they are ordered herein and shall be in all respects be suitable for the particular purpose or use for which they are purchased by QTerminals. The Supplier warrants that all goods furnished and / or installed by the Supplier hereunder are of new condition and unused (unless otherwise specified in this order), merchantable, and free from defects in design, material and workmanship. The Supplier shall replace without charge any goods which within one year of acceptance by QTerminals or startup, whichever is later, prove to be defective in workmanship and materials. The Supplier shall, to the best of his ability, provide the goods and/or services 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. The Supplier shall attend meetings and/or conference calls for or with QTerminals, as QTerminals may reasonably specify. The Supplier shall provide QTerminals with all such information and reports that QTerminals may reasonably require in connection with matters relating to the provision of the goods and/or Services. The Supplier shall observe and apply QTerminals' guidelines, instructions, requests, policies, regulations and procedures in connection with the Services, as may be applicable. The Supplier shall not engage in any conduct detrimental to the interests of QTerminals or contrary to the instructions of QTerminals.

If the Supplier identifies an impediment or faces delay in providing the goods and/or services, it shall promptly notify QTerminals forthwith and if so required by QTerminals, it shall use its best endeavors to provide alternative means subject to QTerminals' approval to undertake the goods and/or services. For the avoidance of doubt, no fee shall be paid by QTerminals in respect of any period during which the goods and/or services are not provided by the Supplier. The Supplier agrees that these warranties shall survive

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acceptance of the goods and/or services. The warranties set forth above shall not be subject to any disclaimer of warranties or to any limitation of Supplier's liability.

12. TERMINATION

QTerminals reserves the right to terminate the Agreement or any part hereof for its sole convenience by providing the Supplier a fifteen (15) days' written notice. The Supplier shall immediately stop all work hereunder and take all necessary action towards termination as directed by QTerminals. The Supplier shall be paid for the goods and/or services supplied up to the effective date of termination but not for goods and/or services supplied after receipt of the notice of termination nor for costs incurred by the Supplier's subcontractors. QTerminals may also terminate the Agreement or any part thereof for cause in case of material breach of any of the Supplier's obligations under the Agreement or, when the Supplier fails to remedy the breach to the satisfaction of QTerminals within five (5) days after receipt of written notice requiring rectification of such breach and/or when the Supplier is repeatedly in breach of the Purchase Order. In the event of termination for cause, QTerminals shall not be liable to Supplier for any amount of fees, and Supplier shall be liable to QTerminals for any damages sustained by reason of the default which gave rise to the termination.

Moreover, QTerminals may also terminate the Agreement with immediate effect if: (a) the Supplier or any of its personnel or subcontractors are in breach of Clause 21 (Anti-Bribery), Clause 22 (Corrupt Practice), and Clause 24 (Sanctions) herein; (b) the Supplier becomes insolvent or is declared bankrupt; or (c) the Supplier does anything that materially damages or is likely to materially damage the reputation of QTerminals.

The obligations of QTerminals and the Supplier contained in Clause 8 (Indemnity and Limitation of Liability), Clause 13 (Confidentiality), Clause 21 (Anti-Bribery), Clause 22 (Corrupt Practice), Clause 24 (Sanctions), Clause 27 (Advertising & Publicity) and Clause 30 (Governing Law and Dispute Resolution) shall survive termination or expiration of the Agreement regardless of the underlying cause.

13. CONFIDENTIALITY

All non-public, confidential or proprietary information including but not limited to personal data & information, business affairs, developments, trade secrets, know-how, personnel, clients/customers and consultants of QTerminals, as well as any other material of technical, commercial or financial nature and, any information recorded or stored in any digital format or electronic, optical or magnetic media or any other material that contains or otherwise reflects confidential information disclosed by QTerminals to Supplier whether or not identified as "confidential," in connection with the Purchase Order shall remain the property of QTerminals and shall not, at any time, whether before, during or after performance of the Purchase Order, be disclosed to a third party by the Supplier without the written approval of QTerminals. The Supplier shall promptly return all documents and other materials disclosed by

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QTerminals upon completion or termination of the Agreement between the Parties. All such information shall be delivered to QTerminals unless otherwise specified in writing and shall not be utilized, directly or indirectly, by the Supplier for the use or benefit of the Supplier or any other person.

14. PAYMENT

Upon receipt of the goods and/or services in full conformity with the Purchase Order QTerminals shall pay the Supplier (i) the amount agreed upon and specified in the Purchase Order. Applicable taxes and other charges such as shipping costs, duties, customs, tariffs, imports and government-imposed surcharges shall be stated separately on the Supplier's invoice. Payment shall not constitute acceptance of the goods and/or Services. The Supplier shall invoice QTerminals for all goods and/or services satisfactorily provided to QTerminals. Each invoice submitted by the Supplier must reference the applicable Purchase Order number and QTerminals reserves the right to return all incorrect or partly disputed invoices. Unless otherwise specified in the Purchase Order, QTerminals shall pay the undisputed invoiced amount within thirty (30) days after receipt of correct invoice. Supplier shall provide QTerminals with all necessary certificate(s) of origin as well as information pertaining to the origin of all goods qualifying of Qatar customs and duty rates. In the event that the Supplier fails to provide the necessary invoices and documentation, QTerminals reserves the right to charge the Supplier for any difference in duty rates incurred. The Supplier agrees to reimburse QTerminals for any costs or damages incurred by QTerminals due to faulty declarations on the invoices and documentation submitted by Supplier. In the event QTerminals has not received any invoice of the goods and/or services under the Purchase Order 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.

15. PERFORMANCE BOND & ADVANCE PAYMENT GUARANTEE

The Supplier may be required to submit a performance bond to QTerminals within seven (7) calendar days of the Purchase Order being signed. Upon such request the Supplier shall submit 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 sum of the Purchase Order value, and it shall be issued by a reputable bank operating in the State of Qatar, or any other accepted by QTerminals. The performance bond shall be kept in full up until the time of final implementation of the Purchase Order, including the guarantee and maintenance period to cover any default due to deficiency that may appear in the goods and/or services, or in any part of the goods and/or services or contractual obligations.

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Any advance payment required to be made by QTerminals to the Supplier may only be made against an unconditional and irrevocable certified bank guarantee submitted by the Supplier to QTerminals.

The advance payment guarantee shall be equal in the amount and currency to the advance payment and valid until completion of the goods and/or services.

The advance payment guarantee shall be in the form and substance satisfactory to QTerminals.

16. TAX

The Supplier shall be solely responsible for paying and accept full liability for all taxes, fees, imports and duties including customs duties, if any of any kind, which may be levied on the Supplier, his personnel and his subcontractors in any country because of the signature or performance of the Purchase Order. The Supplier shall be solely responsible for the payment of any income tax, corporate tax, withholding taxes, import duty and any other tax or duty of whatsoever kind levied on the Supplier, his subcontractors and/or their respective personnel, in connection with the Purchase Order and the goods and/or services supplied in the State of Qatar and elsewhere.

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 Purchase Order has been entered into and specify payments made or due to the Supplier hereunder.

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

To the extent goods and/or services provided under the Purchase Order are or will during the course of the Agreement be subject to VAT under Qatar VAT 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 VAT 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 goods and/or services under the Purchase Order.

17. INTELLECTUAL PROPERTY RIGHTS

All patents, inventions (whether patentable or not), registered design, copyright, 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 rights, of every kind and nature, in any part of the world, including, without limitation; any renewal, amendments and extensions made under the laws of any country; and the right to apply for the registration of any of those rights in any country in the world arising under statutory or

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common law, existing or hereafter filed, issued, or acquired (the "Intellectual Property Rights") developed by the Supplier under the Purchase Order 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

18. ASSIGNMENT

The Supplier shall not assign, novate or transfer any of its rights or obligations under the Purchase Order or any part thereof nor shall it assign or transfer any share or interest therein in any manner or degree without obtaining the prior written consent of QTerminals.

QTerminals shall have the right to assign or transfer the Purchase Order or any part thereof or any share or interest therein, on reasonable notice, without the consent of the Supplier.

19. SEVERABILITY

In the event that any or part of the terms, conditions or provisions of the Purchase Order is determined or held to be invalid, unlawful or unenforceable to any extent by order, decree or judgement of a court of competent jurisdiction, such term, condition or provision shall not affect the validity, legality or enforceability of the remaining parts of the Purchase Order.

20. MODIFICATION

QTerminals shall have the right at any time to make changes in quantities, drawings, specifications, delivery schedules, and in methods of shipment and packaging to the goods and/or services under the Purchase Order, but no additional charges will be allowed unless authorized in writing by QTerminals. If such changes affect the delivery schedule or the amount to be paid by QTerminals, Supplier shall notify QTerminals immediately in writing.

21. ANTI-BRIBERY

QTerminals and the Supplier shall comply with applicable anti-bribery and corruption laws.

The Supplier shall promptly report to QTerminals any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Agreement.

The Supplier shall maintain in place throughout the term of the Agreement internal controls and policies and procedures to ensure compliance with anti-bribery and corruption laws (which policies and procedures shall be disclosed to QTerminals upon request).

The Supplier agrees that upon written notice, QTerminals may audit the books and records of the Supplier concerning its performance for the purpose of ensuring Supplier compliance.

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22. CORRUPT PRACTICE

Neither the Supplier nor any person employed by it or acting on its behalf with or without its knowledge and consent shall give nor offer to give any person in the State of Qatar or otherwise any gift or consideration of any kind as an inducement or reward for doing or forbearing to do any act in relation to obtaining or execution any of this Agreement.

23. CONFLICT OF INTEREST

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 Purchase Order, a conflict of interest arises for any reasons, the Supplier shall promptly disclose the same to QTerminals and seek its instructions.

The Supplier shall not engage, and shall cause their personnel not to engage, either directly, or indirectly, in any business or professional activities which may conflict with the activities assigned to them under the Purchase Order.

24. SANCTIONS

The Supplier represents, warrants and undertakes that during the performance of the Agreement, neither it nor any of its employees, directors and officers or to its knowledge any agent or other person acting on its behalf, is subject to any sanctions nor will engage in any dealings or transactions with or for the benefit of any entity or individual who is currently subject to any economic sanctions issued and administered by the United Nations Security Council, the European Union, the Office of Financial Sanctions Implementation of His 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. If the Supplier breaches any of its obligations, representations, warranties and undertakings under this Clause 24, QTerminals may terminate the Agreement with immediate effect and without incurring any liability.

25. WAIVER

The failure or delay by either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof nor shall any single or partial exercise by either party of any right, power, privilege or remedy preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy. None of the terms or conditions of the Purchase Order shall be considered waived by the parties unless such waiver is set forth in writing and is signed and approved by the parties. No such waiver shall be a waiver of any past or future default, or a waiver of a breach or modification of any of the terms or conditions of the Purchase Order unless expressly stipulated in such waiver.

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

26. DOCUMENTS

Supplier must refer to the Purchase Order numbers on all invoices, shipping documents and any other form of communication pertaining to the Agreement. No documentation will be accepted by QTerminals unless the Purchase Order number is correctly cited.

27. ADVERTISING & PUBLICITY

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

28. SUB-CONTRACTING

The Supplier shall not engage any sub-contractor 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 Suppliers' sub-contractors.

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.

29. RELATIONSHIP OF PARTIES

Nothing in the Purchase Order gives 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 Purchase Order 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.

The Supplier shall act as an independent Supplier in providing the goods and/or services, maintaining complete control over its employees and shall in no case represent QTerminals or act in its name without its prior written approval.

30. GOVERNING LAW AND DISPUTE RESOLUTION

The Agreement is 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 goods and/or services supplied under the Purchase Order.

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.

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

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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.

After exhaustion of the amicable process prescribed in this clause above, if the dispute is not yet 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 goods and/or services. The obligation of the Parties shall not be altered by reason of any arbitration being conducted during the progress of the goods and/or services.

31. NOTICES

Notices under the Agreement shall be sent for the attention of the person and to the address or email address that has been registered by either QTerminals or the Supplier.