

1. DEFINITIONS

Acceptance Test means the tests (if any) that has specified in the Quotation, and if no such test is specified, as otherwise reasonably determine by the Supplier.

Agreement means the terms set out in this document together with its Quotation(s) as issued by Supplier, and the Purchase Order(s) as issued by the Client.

Approval means an applicable licence, permit or other form of governmental or regulatory approval.

Client means the person or business specified as the Client in the Quotation.

Client's Representative means the person specified to be the Client Representative in the Quotation or such other person the Client notifies Supplier in writing.

Confidential Information means:

- (a) the Goods and the design, structure or any other detail regarding the Goods;
- (b) the terms of this Agreement (including the prices and charges); and
- (c) any other information exchanged between the Parties which is identified as being confidential.

Force Majeure Event means any event or cause beyond the reasonable control of the relevant Party including:

- (a) any act of God, lightning strike, earthquake, explosion, flood, drought, storm, mud slide or meteor;
- (b) the existence, implementation, alteration or repeal of any regulation, law, order or decree (including a Trade Sanction) of any government or competent statutory authority (or any change in the interpretation of such regulation, law, order or decree, including a Trade Sanction) or the withdrawal, alteration or cancellation of any Approval;
- (c) confiscation, nationalisation, requisition, expropriation, prohibition, embargo, restraint or damage to property by or under the order of any government or government authority;
- (d) a blockage of port, civil commotion, war (declared or undeclared), invasion, outbreak of hostilities, military usurped power; governmental prohibition on export, or like state of emergency;
- (e) act of public enemy, sabotage, malicious damage, terrorism or civil unrest or security conditions;
- (f) labour disturbances, work stoppage, lockout, blockade or strike (Supplier not having any obligation to settle such dispute);
- (g) inability to source or transport the equipment or goods by normal means.

Goods means the equipment, parts, materials, supplies, software, and other goods Supplier has agreed to supply to Client under the Contract.

Party means either the Client or the Supplier, and **Parties** means the Client and the Supplier.

Purchase Order means a Purchase Order in the form agreed between the Parties.

Quotation means the final proposal issued by the Supplier setting out the equipment, parts, materials, supplies, software, and other goods, as well as other special terms and conditions of sale.

Supplier means Asia Waterjet Equipment FZCO, or any Related Company as specified in the Quotation.

Supplier's Representative means the person specified to be Supplier's Representative in the Quotation or such other person Supplier notifies the Client in writing.

2. ORDERS FOR GOODS

2.1. Purchase Orders

Orders for Goods will be placed by the Client submitting a Purchase Order to Supplier in a form agreed by the Parties. Each Purchase Order, upon receipt and written acceptance by Supplier, constitutes a separate binding contract between the Client and Supplier for the supply of Goods on the terms of this Agreement.

2.2. Order Lead Times

The Client must submit a Purchase Order to Supplier as stated in the Quotation. If the Client requires any Goods to be supplied in a shorter

period than the relevant order lead time, Supplier will endeavor to meet the Client's requirements but is not obligated to do so.

3. PRICES AND PAYMENT

3.1. Prices

The Client agrees to pay Supplier the prices and charges specified in Quotation(s) and/or Purchase Order(s), as varied from time to time in accordance with this Agreement, for the Goods ordered by the Client.

3.2. Duties & Taxes

Unless otherwise specified in Quotation(s) and/or Purchase Order(s), all prices and charges for the Goods are exclusive of any custom duties, excise duties, value added taxes, sales taxes, withholding taxes and any other taxes, all of which shall be borne by the Client.

3.3. Invoices

The Supplier will invoice the Client as specified in the Quotation(s).

3.4. Payment

Unless otherwise specified in the Quotation(s), payment must be made as follows:

- (a) Thirty percent (30%) advance payment upon order; and
- (b) Seventy percent (70%) balance payment before release of the Goods on the basis of Ex Works (EXW) Incoterm 2010.

3.5. Advance payment forfeiture

Advance payment is non-refundable, even if the Client elects to cancel the Purchase Order and/or Agreement.

3.6. Late payment

- (a) Seventy percent (70%) balance payment must be made no later than fifteen (15) days upon receipt of notification from the Supplier that Goods are ready for delivery on the basis of Ex Works (EXW) Incoterm 2010.
- (b) In case payment is not received within fifteen (15) days as indicated above, Client will be charged interests on the basis of the One Month Emirates Inter Bank Offered Rate (EIBOR) plus 9.6% per annum.
- (c) In case balance payment is still not received within forty-five (45) days, Supplier reserves its right to forthwith cancel the Agreement, and advance payment shall be forfeited.

4. TITLE AND OWNERSHIP

Title to and ownership of the Goods shall at all time remain with Supplier until all payments are made in accordance with Clause 3.

5. WARRANTY

- 5.1. Seller warrants that Goods shall be delivered free from defects in material and workmanship, in accordance with any mutually agreed specifications.
- 5.2. The warranty for Goods shall expire twelve (12) months from first use or eighteen (18) months from delivery, whichever occurs first.
- 5.3. If Goods do not meet the above warranties, Client shall promptly notify Seller in writing prior to expiration of the warranty period. Supplier shall at its option, repair or replace defective Goods.
- 5.4. Warranty repair, or replacement by Supplier shall not extend or renew the applicable warranty period.
- 5.5. Client shall obtain Supplier's agreement on the specifications of any tests it plans to conduct to determine whether a non-conformance exists.
- 5.6. Client shall bear the costs of access for Supplier's remedial warranty efforts (including removal and replacement of systems, structures or other parts of Client's facility), de-installation, decontamination, re-installation and transportation of defective Goods to Supplier and back to Client.
- 5.7. The warranties and remedies are conditioned upon proper storage, installation, use, operation, and maintenance of Goods, Client keeping accurate and complete records of operation and maintenance during the warranty period and providing Supplier access to those records, and modification or repair of Goods only as authorized by Supplier in writing. Failure to meet any such

conditions renders the warranty null and void.

- 5.8. Supplier is not responsible for normal wear and tear.
- 5.9. This Clause 5 provides the exclusive remedies for all claims based on failure of or defect in Goods, regardless of when the failure or defect arises, and whether a claim, however described, is based on contract, warranty, indemnity, tort/extra-contractual liability (including negligence), strict liability or otherwise. The warranties provided in this Clause 5 are exclusive and are in lieu of all other warranties, conditions and guarantees whether written, oral, implied or statutory. **NO IMPLIED OR STATUTORY WARRANTY, OR WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES.**

6. FACTORY ACCEPTANCE TEST

6.1. Acceptance Test

If the Quotation states that an Acceptance Test will apply, before shipment of the Goods or at any other time agreed between the Parties in writing, the Client and Supplier shall carry out such Acceptance Test. The Acceptance Test shall be documented in writing and will be binding between the Parties.

6.2. Acceptance test Cost

Unless otherwise agreed, all costs and fees incurred by the Supplier in connection with an Acceptance Test will be the responsibility of the Client.

7. HEALTH, SAFETY AND ENVIRONMENT

7.1. Health, Safety & Environment Policies

Supplier and the Client must perform their obligations under this Agreement in accordance with all agreed, legislative and regulatory health, safety and environment requirements.

8. COMPLIANCE WITH LAWS

8.1. Compliance

The Parties must comply with all legislative and regulatory requirements that apply to the supply of the Goods and must ensure that they have, and comply with, all necessary permits and licences that apply to the transportation, storage and use of the Goods.

8.2. Change to laws

- (a) If any of Supplier's costs for the supply of the Goods increase as a result of:
- (i) Supplier's compliance with the introduction of, or any change (including a change in interpretation) in, any federal, state, local or other law, regulation, order or decree of any kind or as a result of its compliance with any change in the Client's rules, regulations and policies; or
 - (ii) any increase to the prices and charges payable by Supplier to a supplier as a result of a supplier's compliance with the introduction of, or any change (including a change in interpretation) in any federal, state, local or other law, regulation, order or decree of any kind,

then Supplier may identify this cost increase(s) for the Client and increase the prices and charges for the Goods payable under this Agreement in the same proportion as the increase in Supplier's costs.

- (b) An increase in the prices and charges under Clause 8.2. (a) will take effect immediately on and from the date on which Supplier provides the Client with a written notice specifying the new prices and charges.

9. INSURANCE

9.1. To the extent required by law, the Supplier shall maintain the following insurance policies in connection with the performance of the Agreement:

- (a) Workers compensation insurance as required by law;
- (b) Third party liability and property damage insurance as required by law; and
- (c) Motor vehicle insurance covering all vehicles owned or leased by the Supplier and used in the performance of the Agreement.

9.2. The Client shall maintain the following insurance policies in connection with the performance of the Agreement:

- (a) Workers compensation insurance as required by law;
 - (b) Third party liability and property damage insurance as required by law; and
- 9.3. Motor vehicle insurance covering all vehicles owned or leased by the Client and used in the performance of the Agreement.

10. INDEMNITIES AND LIMITATION OF LIABILITY

10.1. Indemnity from Supplier

Supplier indemnifies the Client against any loss, expense, liability or proceeding resulting from:

- (a) damage to the property of a third party; or
- (b) the injury or death of any person authorised to be on its premises, only if, and to the extent that, the loss, expense, liability or proceeding is directly caused by Supplier's breach of this Agreement.

10.2. Supplier's Limitation of Liability

Notwithstanding any other term of this Agreement, Suppliers total liability shall in all cases be limited to the value of the Purchase Order, or to a maximum value of US Dollars 15,000.00 (fifteen thousand), whichever is lower.

10.3. Excluded losses

To the extent the law permits and notwithstanding any other term of this Agreement, each Party excludes all liability whatsoever to the other for indirect or consequential loss or damage of any kind, loss of business revenue, loss of profits, failure to realize expected profits or savings, overhead costs, loss of reputation and goodwill, loss of value in any intellectual property, damages for business interruption, damages or liquidated sums payable pursuant to other agreements or for lost opportunities (including opportunities to enter into or complete arrangements with third parties) and commercial or economic loss of any kind arising in contract, tort (including negligence) under any statute or otherwise arising out of or in any way connected with this Agreement.

10.4. Indemnity by the Client

The Client indemnifies Supplier against any loss, expense, liability or proceeding resulting from:

- (a) damage to the property of Supplier or a third party; or
- (b) the injury or death of any person authorised to be on its premises, only if, and to the extent that, the loss, expense, liability or proceeding is directly caused by the Client's negligence or breach of this Agreement.

11. EMPLOYEES

11.1. Employees of the other Party

Except where otherwise agreed in writing, each Party agrees that they must not, and must ensure that their employees and related companies do not, during the term of this Agreement and for a period of 3 months after the termination of this Agreement, directly or indirectly:

- (a) employ or engage any employee of the other Party involved in the performance of this Agreement; or
- (b) solicit, induce or encourage any employee of the other Party involved in the performance of this Agreement to leave the employment of the other Party.

11.2. Injunctive Relief

The Parties acknowledge that damages may not be a sufficient remedy for any breach of this clause 14 and agree that each Party is entitled to specific performance or injunctive relief (as appropriate) as a remedy for any such breach or threatened breach in addition to any other remedies available at law or equity.

12. EXTENSION OF TIME

12.1. An extension of time will be granted to the Supplier where a delay is caused by any of the following events;

- (a) any act, omission, default or breach by the Client, it's personnel or contractors;
- (b) a change in law under clause 8.2; or
- (c) a Force Majeure Event under clause 15.

12.2. The Supplier will, as soon as reasonably practicable, give the Client

notice of all incidents, circumstances or events outlined at 12.1.

13. CANCELLATION

13.1. Subject to Clause 3.5, the Client may cancel the Agreement in writing within seven (7) days from the date of Purchase Order.

13.2. Subject to Clause 3.6, the Supplier may cancel the Agreement in writing within forty-five (45) days from the date of non-payment.

14. TERMINATION

14.1. Right to terminate

A Party has the right to terminate this Agreement by notice in writing to the other Party if:

- (a) the other Party is Insolvent;
- (b) the other Party commits any breach of this Agreement and:
 - (i) the breach is material and not capable of being remedied; or
 - (ii) the breach is capable of being remedied and the other Party fails to remedy the breach within 30 days of being notified in writing of the breach by the Party seeking to terminate.

14.2. Notice

A notice given under this clause 14 must specify the event or events in relation to which the notice is given.

14.3. Survival after termination

Clauses 10, 11, 17 and 18 survive the termination of this Agreement.

15. FORCE MAJEURE

15.1. Suspension of obligations

Despite any other provision of this Agreement, if a Party is unable to safely and lawfully perform or is delayed in performing an obligation under this Agreement (other than an obligation to pay money) due to a Force Majeure Event, or if a Force Majeure Event renders such performance more expensive:

- (a) that obligation is suspended but only to the extent and for so long as performance is affected by the Force Majeure Event and the time for performing that obligation is extended by the duration of the Force Majeure Event; and
- (b) the affected Party will not be responsible for any loss or expense suffered or incurred by any other Party as a result of, and to the extent that, the affected Party's performance of its obligations is affected because of the Force Majeure Event.

15.2. Minimising effects of Force Majeure

- (a) A Party affected by a Force Majeure Event must take all reasonable steps to avoid, remove or limit the effects of the Force Majeure Event on its performance of the suspended obligations as quickly as possible.
- (b) Clause 15.2. (a) does not require a Party to settle any strike or other labour difficulty on terms contrary to its wishes.

16. BUSINESS ETHICS

16.1. Each party, its employees, agents, representatives and Subcontractors shall at all times maintain high ethical standards and avoid conflicts of interest in the conduct of its business.

16.2. In conjunction with its performance of the work, each Party and its employees, officers, agents and representatives shall comply with, and cause its Subcontractors and their respective employees, officers, agents and representatives to comply with, all applicable laws, statutes, regulations and other requirements prohibiting bribery, corruption, kick-backs or similar unethical practices.

16.3. In conjunction with its performance of the work, each Party and its employees, officers, agents and representatives shall comply with, and cause its Subcontractors and their respective employees, officers, agents and representatives to comply with AWE Code of Conduct.

17. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

17.1. No disclosure of Confidential Information

During the term of this Agreement and for a period of five (5) years after

its termination, Confidential Information received by one Party from the other may not be disclosed by the recipient to any other person except:

- (a) to the recipient's employees, professional advisers and agents solely for the purpose of the performance of this Agreement or to make or defend any claim under this Agreement;
- (b) with the consent of the discloser;
- (c) if required by law or the rules of a recognised stock exchange.

17.2. Information in the public domain

The provisions of clause 17.1 do not apply to information which:

- (a) the recipient can show by written evidence was known to it prior to being obtained from the discloser and was not subject to obligations of confidentiality to the discloser or a third party;
- (b) is or becomes public knowledge through no action of the recipient; or
- (c) is disclosed to the recipient by a third party with a legal right to do so.

17.3. Employee, agents and contractors

The Parties must inform their employees, agents and contractors of the provisions of clause 17.1 and must ensure that those persons comply with that clause to the same extent that the Parties are required to comply with it.

17.4. Intellectual Property

- (a) The Client acknowledges and agrees that Supplier is the sole and exclusive owner of the Intellectual Property in the Goods and the rights attached to that Intellectual Property.
- (b) The Client agrees that it will not disclose any details of, or information relating to, the Intellectual Property at any time during or after the term of this Agreement.
- (c) The Client further agrees that nothing in this Agreement grants to the Client any right, title or interest in or to any of the Intellectual Property in the Goods.
- (d) The Client undertakes that it will not claim (whether during the term of this Agreement or thereafter) to have acquired any right, title or interest to the Intellectual Property in the Goods by virtue of the rights granted to the Client by this Agreement.
- (e) The Client must ensure that its employees, agents and contractors comply with clauses 17. (a) to (d) to the same extent that the Client is required to comply with them.

18. DISPUTE RESOLUTION

18.1. Notification

Either Party may provide written notice to the other of any dispute arising in relation to this Agreement. This notice must contain particulars of the alleged dispute.

18.2. Negotiations between Representatives

Within 3 days of receiving a notification of dispute under clause 18.1, the Representatives of the Parties are to meet and use their reasonable endeavors to settle the dispute.

18.3. Negotiations between Senior Managers

If after a period of 3 days, the Representatives have been unable to resolve the dispute, the dispute will be referred to a senior manager of each Party who shall use their reasonable endeavors to settle the dispute.

18.4. Legal proceedings

If negotiations pursuant to clause 18.3 fail to resolve the dispute within 14 days of negotiations commencing, then each Party is free to commence legal proceedings to resolve the dispute.

19. NOTICES

19.1. Address

Any notice provided under this Agreement must be in writing and given by facsimile, email or delivered to the address of each Party specified in the Quotation (or such other address notified in writing to the other Party).

19.2. Delivery

Any such notice:

- (a) which is posted, shall be deemed to be served three days after posting; or
- (b) which is sent by facsimile, shall be deemed to be served upon generation of a transmission report by the sender's facsimile machine confirming the complete and error-free transmission to the correct facsimile number for the recipient;
- (c) which is sent by email, shall be deemed to be received at the time shown in a delivery confirmation report generated by the sender's email system.

20. GENERAL

20.1. Relationship of the Parties

The Parties are independent contracting Parties and nothing in this Agreement makes either Party the agent or representative of the other for any purpose whatsoever.

20.2. Waiver

The non-exercise of or delay in exercising any power or right of a Party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the Party to be bound by the waiver.

20.3. Amendment

This Agreement may only be amended by written agreement signed by authorized representatives of each party.

20.4. Governing Law

This Agreement is governed by the law in force in the United Arab Emirates and the Parties submit to the non-exclusive jurisdiction of the courts of the United Arab Emirates.

20.5. Severability

If the whole or any part of a provision of this Agreement is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this Agreement has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this agreement or is contrary to public policy.

20.6. Entire Agreement

This Agreement constitutes the entire agreement of the Parties about its subject matter and supersedes all previous agreements, arrangements, understandings and negotiations on that subject matter. The Client's standard terms and conditions of purchase are excluded.

20.7. Subcontracting

Supplier may engage a subcontractor to supply any of the Goods.

20.8. Assignment

A Party may not assign or otherwise deal with its rights under this Agreement without the consent of the other Party which consent must not be unreasonably withheld.

20.9. Back-to-Back

For the purpose of the Quotation and its subsequent Purchase order(s), the Client is considered to be the end user of the Goods proposed by Supplier. As such all terms stated in the Quotation including but not limited to the payment terms shall prevail. Therefore, unless expressly agreed, in writing, by both Client and Supplier, the quotation and subsequent Purchase Order(s) shall not be construed as being a "back-to-back" Quotation and any terms and conditions that may exist between the Client and its subsequent customer shall have no bearing on the terms of the Quotation.

20.10. Counterparts

This Agreement may be executed in any number of counterparts. All counterparts together will be taken to constitute one instrument.