

## Terms & Conditions:

The materials or services specified on the reverse side of this Purchase Order are subject to the following terms and conditions, in addition to the instructions and specifications mentioned on this Purchase Order.

The Purchaser and the Vendor are hereinafter referred to collectively as “Parties” and separately as “Party”.

1. DELAYS – If the Vendor fails to deliver the materials or services within the time agreed upon with the Purchaser, the Purchaser may immediately terminate this Purchase Order, or such part or parts thereof as to which there has been delay.
2. WARRANTY – The Vendor expressly warrants that all the ordered articles conform with the specifications and blueprints agreed on with the Purchaser. Samples or other articles not ordered to specifications, shall be fit and sufficient for the purpose intended; provided that all articles shall be merchantable, of good quality and workmanship, and free from any defects. Additionally, the Vendor warrants that the ordered articles are free of any charges or third party’s interests.
3. INSPECTION – All materials and workmanship shall be subject to inspection and test by the Purchaser at the plant of Vendor first and finally at the plant of the Purchaser. Final inspection shall be at Purchaser’s plant and shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud. Purchaser reserves the right to reject any article which contains defective material or workmanship.  
Any rejected articles shall be removed at the expense of Vendor, including two-way transportation, promptly after notification of rejection. The Vendor shall bear all risk of any such rejected articles.  
The Purchaser may elect to retain rejected articles and remedy any defects. In such case, any amounts rendered for the remedy of defects shall be deducted from the due amounts entitled to the Vendor by virtue of the Purchase Order.
4. CHANGES – Purchaser may, at any time, by written order, amend the agreed-on specifications or blueprints, or require additional work from the Vendor. If such changes cause an increase or decrease in the amount due hereunder or in the time required for performance, an equitable adjustment shall be made, and this Purchase Order shall be amended in writing. Any claim for adjustment under these provisions must be asserted in a written notice to the Purchaser within 30 days from the date the change is ordered, and the amount of such claim shall be communicated to the Purchaser in writing within 30 day thereafter. The Purchaser reserves the right to refuse any such claim amounts.
5. MATERIALS – The Vendor shall furnish the materials to the Purchaser’s plant unless otherwise directed in the Purchase Order. If the Purchaser furnishes materials, the Vendor shall dispose of scrap as directed by Purchaser. Unused materials shall be disposed of by the Vendor as directed by the Purchaser.
6. DELIVERY – The Purchaser may, at any time, postpone delivery of any of the articles ordered herein for a reasonable time as to any particular scheduled shipment.

7. **TERMINATION** – This Purchase Order may be terminated in whole or in part at any time by written, telegraphic, registered or e-mail notice and the Parties shall agree on any equitable adjustment to be made.
8. **INTELLECTUAL PROPERTY** – Any information, materials or documents in any form provided by the Purchaser shall remain the property of the Purchaser and may not be used by the Vendor unless after obtaining the prior written consent of the Purchaser.
9. **PARTNERSHIP** – The Purchase Order does not operate to create any kind of partnership, joint venture or agency relationships between the Purchaser and the Vendor. Hence, neither the Vendor nor any of its agents, employees or clients may act as an agent of the Purchaser or have any authorities to represent the Purchaser before any authorities.
10. **PRICE REGULATION** – Please ensure that the following statement appears on the Vendor's invoices. **“Vendor warrants that prices appearing on this invoice do not exceed the maximum prices determined pursuant to any applicable governmental regulations or laws”**.
11. **SAFETY** – Any equipment used or provided by the Vendor shall comply with all regulations pertaining to safety codes pursuant to any applicable laws or regulations.
12. **BLUEPRINTS** – All blueprints are the property of the Purchaser and are returnable upon demand.
13. **INSURANCE** – The Vendor shall, at all times, comply with all applicable governmental laws and regulations and licensing requirements. Further, the Vendor shall, solely, bear the burden of any due amounts, costs or expenses required by the National Organization for Social Insurance (“**NOSI**”) in relation to the Purchase Order pursuant to the Egyptian laws and regulations.
14. **WORK PROGRESS** – Work is to progress in accordance with the general international standard for use on national and international norms of work progress.
15. **SPECIFICATIONS** – All specifications shall be determined and held in accordance with the blueprints of each material. Any deviation shall be pre-approved in writing by an authorized member of the Purchasing Department of the Purchaser. The Vendor, hereby, acknowledges its full awareness of the specifications of each material or service ordered by virtue of this Purchase Order and bears the liability in case of non-conformity of any of the provided materials or services with the specifications thereof.
16. **REWORKS** – In the event that the Vendor fails to adhere to the specifications, the Purchaser, at its sole discretion, may perform the necessary works, provided that the Vendor shall bear the fees and expenses rendered in such case at the prevailing hourly rate.
17. **BURRS REMOVAL** – The Vendor is shall remove any burrs of the provided materials including sharp corners, even if such removal process requires a secondary operation.

18. **PRICE** – Any increase in price is not valid unless approved and signed in writing by an authorized member of the Purchasing Department of the Purchaser.
19. **PAYMENT** – Payment of invoices shall be done through bank transfers or issuing checks. Any due amounts or payments shall be settled within 60 days from the date of receiving an invoice accepted by the Purchaser.
20. **INDEMNITIES** – The Vendor agrees to indemnify, defend and hold harmless the Purchaser, its affiliates, employees and agents against all and any claims, losses, damages or expenses of any kind suffered or incurred directly or indirectly arising from:
- Any patent or copy-right infringement;
  - Any death of or injury to any person, damage to any property or any other damage or loss due to any defect in or use of any materials;
  - Any breach of the warranties and representations set out in this Purchase Order;
  - Any recall of articles;
  - Any infringement or misappropriation of any proprietary right by any material, material information or other content provided by the Vendor;
  - The Vendor’s negligence or intentional misconduct; or
  - The Vendor’s breach of this Agreement.

The Vendor may not be obliged to indemnify the Purchaser to the proportional extent the liability is caused by the negligence or intentional misconduct of the Purchaser as determined by a final, non-appealable order of a court or tribunal having jurisdiction.

21. **CONFIDENTIALITY** – The Vendor hereby acknowledges that it shall maintain the confidentiality of any confidential information, which includes but is not limited to information, data, blueprints or documents, which were known or disclosed thereto by the Purchaser by virtue of the Purchase Order or any other work done with the Purchaser, without obtaining the prior written approval of the Purchaser unless such confidential information were previously known to the Vendor prior to the Purchaser’s disclosure, in the public domain at the time of disclosure or required to be disclosed pursuant to a governmental or judicial order, whereby in this case the Vendor shall immediately notify the Purchaser with such disclosure.
22. **ANTI-BRIBERY & ANTI CORRUPTION** – The Vendor, hereby, acknowledges its compliance with Viatrix’s International Anti-Bribery and Anti-Corruption Business Principles, and the U.S. Foreign Corrupt Practices Act (the “**FCPA**”); and hence, the Vendor may not make or offer any payments or anything of value to any government official to improperly or corruptly influence that official to perform any governmental act or make a decision to assist a company in obtaining or retaining business, or to otherwise gain an improper advantage. In case of breaching these provisions, the Vendor shall be liable solely with regard to such act and shall protect the Purchaser free from any claims or damages that may result from the performance of such act.
23. **ASSIGNMENT** – Vendor may not assign the obligations imposed by virtue of this Purchase Order to any third party without obtaining the prior written approval of the Purchaser.
24. **WAIVER** – No delay in exercising or non-exercise of any right under this Purchase Order by either party may be considered as a waiver of such party.

25. SEVERABILITY – In case any of the terms hereunder this Purchase Order is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the legality, validity and enforceability of any other terms of the Purchase Order.
26. SHIPMENT – The Vendor shall ship the materials or provide the services within the time agreed upon between the Purchaser and the Vendor. In case of any delay, the Vendor shall immediately notify the Purchaser in writing of its inability to fulfill its obligations under this Purchase Order. In this case, the Purchaser shall have the right to fulfill this Purchase Order through a third party at the expense of the Vendor. The Vendor shall also bear any losses or damages arising due to such default.
27. NOTICES – Any notice given to a Party under or in connection with this Purchase Order shall be in writing and shall be delivered by registered mail to the address specified by the Parties as their registered office under this Purchase Order.
28. GOVERNING LAW – This Purchase Order shall be governed by and construed in accordance with the laws and regulations of the Arab Republic of Egypt.
29. DISPUTE RESOLUTIONS – Any disputes, controversy or claim arising out of this Purchase Order shall be referred to and finally settled by the competent Egyptian courts.