

Tridentech General Trading LLC Purchase Terms and Conditions

11. DEFINITIONS

1.1 In these terms and conditions:

"Tridentech" means Tridentech General Trading LLC

"Supplier" means the person, firm or company to whom the Purchase Order ("Order") is addressed and includes the Supplier's successors.

"Products" means the goods and/or services specified in the Order and where applicable shall include all deliverables, packaging, instructions, data, safety/ other information and any ancillary advisory, installation and other services provided by the Supplier in connection with the supply of the Products.

"Conditions" means these general conditions of purchase together with any special conditions or requirements specified on the face of the Order and any terms implied into the Contract by statute.

"Conditional Information" means any confidential information, matter, data, know-how, documents, secrets, dealings, transactions or affairs relating to Tridentech not generally available to the public.

"Contract" means the contract for the supply of Products created by the Supplier's acceptance of the Order.

"Control" means in relation to a legal entity, the direct or indirect ownership of more than 50 per cent of the voting capital or similar right of ownership in that legal entity or the legal power to direct or cause the direction of the general management and policies of that legal entity whether through the ownership of voting capital, by contract or otherwise. "Designs" means documents, designs, drawings, plans and specifications (including specifications of samples, models and tools).

"Insolvent Event" means in relation to a party: (a) that party ceasing to do business in the normal course or suspending or threatening to suspend payment of all or any of its debts and in the case of a body corporate, being dissolved, removed from any relevant register of companies, ceasing to exist (whether or not capable of reinstatement or reconstitution) or its officers apply for it to be struck-off the relevant register of companies; (b) that party being or appearing in the other party's reasonable opinion to be unable or without reasonable prospect to be able to pay its debts when they fall due; (c) the value of that party's assets being less than the amount of its liabilities, taking into account its contingent and prospective liabilities; (d) that party, or its officers, members or shareholders requesting resolving, suffering, making an application for or being the subject of an application for, the appointment over that party or all or any part of its business, revenue or assets of a liquidator, provisional liquidator, administrator, trustee in bankruptcy, administrative receiver, receiver or any similar equivalent or analogous insolvency practitioner in any jurisdiction; (e) that party having a winding up, bankruptcy or other equivalent petition issued or analogous action taken against it in any relevant jurisdiction; (f) any person taking steps to enforce any security over all or any of its undertaking, property, revenue or assets taking possession of all or any part of them; or (g) that party, or its officers, members or shareholders, taking any steps for the approval of or entering into any composition, compromise, scheme, moratorium or other similar arrangement with any of its creditors.

"Intellectual Property Rights" means registered and unregistered design rights, copyright and all other intellectual property rights (including without limitation any patent, registered or unregistered design rights, copyright, trade mark) or application for any such right.

"Law" means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or any applicable judgement of a court of law which changes a binding precedent or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body.

"Order" means the order placed by Tridentech on this purchase Order form for the supply of the Products and includes all specifications, documents and drawings therein referred to.

"Regulatory Bodies" means those government departments, regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the subject of the Order, the Contract or the Supplier and "Regulatory Body" shall be construed accordingly.

"Special Tools" means all special tooling, patterns etc. acquired or manufactured by the Supplier or any of its sub-contractors or agents to enable it to supply any of the products.

2. ACCEPTANCE OF CONDITIONS

2.1 The Supplier is not required to acknowledge receipt of this Order unless there is a material disagreement with the price, the delivery or any other important aspect of this Order.

2.2 Manufacture or dispatch of goods, or performance of services specified in the Order shall be deemed to constitute acceptance of these Conditions.

2.3 Special conditions or requirements on the face of this Order take precedence if there is a conflict between them and the Tridentech Purchase Terms and Conditions.

3. PRICE

3.1 The price of the Products, payment terms and currency shall be as stated on the face of the Order. The price is inclusive of all taxes, fees of Tridentech may set off from the payment of the price any credit notes or other amounts owed to Tridentech by the Supplier.

3.2 The Supplier shall submit two copies of all invoices relating to this Order to the Invoice Address stated on it, both clearly stating the Tridentech Purchase Order Number of the Order, once delivery of the Products is complete.

4. DELIVERY

4.1 The Supplier shall provide the Products to the Delivery Address specified on the face of the Order on the date or within the period of time specified in the Order, time being of the essence. Where goods are being delivered by the Supplier or its carrier the driver must report to the security at the Delivery Location. A detailed advice note for the Products, bearing the Tridentech Purchase Order Number shall accompany the Products.

5. SAFETY AND SECURITY

5.1 In addition to ensuring that the Products comply with all health, safety and environmental requirements imposed by Law, the Supplier shall ensure that, when present on sites owned or managed by or on behalf of Tridentech, the Supplier's employees, agents and sub-contractors report to security at the site entrance and comply with all regulations, rules, procedures and requirements of Tridentech and its agents, in the interests of maintaining safety and security.

6. GUARANTEES

6.1 In relation to both goods and services supplied pursuant to the Order, the Supplier guarantees that:

6.1.1 The Products shall comply with any standard of performance specified either expressly or by implication in the Order;

6.1.2 The Supplier, in creating/ manufacturing/ performing and providing the Products will exercise a level of skill and care reasonably expected from a competent, experienced supplier of goods or services such as the Products; and

6.1.3 Tridentech may reject all or any part of goods or services provided by the Supplier under an Order if such goods or services are found not to be in accordance with the Order. Without prejudice to Tridentech's rights or remedies arising due to the Supplier's breach of conditions, Tridentech may at its discretion, either (i) require the Supplier to replace the rejected goods or services with goods or services which comply in all respects with the requirements and specifications of the Order within such time as may be stipulated by Tridentech, or (ii) require the Supplier to credit Tridentech the invoice price and carriage charges in respect of the rejected Products or in the case of rejection of the whole of the products to terminate the Contract.

6.2 In relation to any goods supplied pursuant to the Order, the Supplier additionally guarantees that:

6.2.1 The goods shall be of sound materials and workmanship;

6.2.2 The goods shall be free from any defects of design and shall be as durable as it is reasonable to expect having regard to the purposes for which such goods are commonly used, and shall not be subject to any abnormal requirements; and

6.2.3 The goods shall be delivered to Tridentech adequately secured to any containers or pallets in or with which the goods are delivered and shall be clearly labelled with sufficiently clear, understandable and detailed handling and storage instructions so that no loss or damage shall occur in the course of unloading, handling and storing the goods in accordance with such instructions.

7. ORDER AMENDMENTS

7.1 Before the Supplier completes delivery of the Products, Tridentech may take changes to the Order at any time by notice in writing to the Supplier. If any changes cause an increase or decrease in the Supplier's costs or the time required for performance the Supplier shall notify Tridentech within 14 days of receipt of such notice and a reasonable adjustment shall be agreed by Tridentech and the Supplier reflecting the increase or decrease in the Supplier's costs or time for performance. The Supplier agreed to accept any such changes subject to the terms of this clause.

8. APPROVAL

8.1 When the Products to be supplied under the Contract are to be manufactured or produced in accordance with the Supplier's Designs or when samples are to be submitted for approval by Tridentech, the approval by the Tridentech shall in no way relieve the Supplier from its obligations to comply with the Conditions.

9. PROPRIETARY INFORMATION AND CONFIDENTIALITY

9.1 Nothing in these Conditions transfers ownership of any of Tridentech's Designs or Confidential Information to the Supplier. Subject to the terms of this clause the Tridentech grants a non-exclusive license of its rights in any Designs and Confidential information provided to the Supplier by Tridentech so far as and for such period of time as is reasonably necessary for the Supplier to provide the Products. No other license is granted in relation to such rights. Tridentech provides no warranties and makes no representations in relation to the Designs or Confidential Information. All Designs and Confidential Information shall (i) be treated as confidential by the Supplier and used by the Supplier only for the purpose of providing the Products; (ii) be disclosed only to such employees of the Supplier as are properly engaged in the provision of the Products; and (iii) be returned to Tridentech (without retention of copies) on completion of delivery of the Products.

9.2 All Special Tools shall belong to Tridentech and shall not without the consent of Tridentech be used for any purpose other than production of goods for Tridentech. The Supplier shall keep Special Tools in good order and condition and shall be obliged (subject to discharge of the Supplier's outstanding contractual commitments to Tridentech for which use of Special Tools is necessary) to deliver such Special Tools on request at the Supplier's expense to Tridentech together with all drawings, plans and manuals necessary for their operation and use.

10. INTELLECTUAL PROPERTY

10.1 Where Products are produced by the Supplier to the Special order or design of Tridentech the Supplier hereby assigns to Tridentech all Intellectual Property Rights in the Products or the Special Tools and undertakes to execute any assignment that Tridentech may require for such purpose.

10.2 The Supplier warrants to Tridentech that the sale or use Products does not and will not infringe any other party's Intellectual Property Rights and agrees to indemnify Tridentech against any and all claims, proceedings, losses, damages, costs and fees suffered by Tridentech in respect of any claim for infringement of these rights.

11. INDEMNITY

11.1 The Supplier shall indemnify Tridentech against losses, claims, damages, penalties, costs or expenses arising from any of the following: (i) loss or damage suffered by Tridentech or for which Tridentech may be liable to third parties, due to the failure of the Products to comply with the provisions of the Contract (including the manner of their delivery or supply to Tridentech), (ii) claims in respect of death or personal injury, howsoever caused, to any of the employees of Tridentech, or those of agents of or contractors to Tridentech or to any other persons, due to any defect of the products or the manner of packaging and delivery of the Products or instructions supplied with the Products, including (without limitation) any matter giving rise to any breach of law.

11.2 The Supplier's liability to indemnify Tridentech pursuant to clause 11.1 above shall not be affected by any exercise by Tridentech of its right to terminate the contract.

12. SUB-CONTRACTS AND ASSIGNMENT

12.1 The Contract is between Tridentech and the Supplier as principles and shall not be assigned or sub-contracted by the Supplier without the written consent of Tridentech.

13. INSURANCE

13.1 Where specified on the front of the Order, the supplier shall have and shall procure that any carrier or other agent of the supplier shall have in force adequate policies of insurance to cover the Supplier's liabilities arising from the Contract, covering professional indemnity, employer's liability, third party and product liability and motor insurance (as appropriate) in a form satisfactory to Tridentech at the level specified. The supplier shall on request produce copies of all such insurance policies, together with the receipts for the latest premium.

14. TITLE AND RISK IN GOODS

14.1 The property and risk in any goods supplied as part of the Products shall remain with the Supplier until the point such goods have been unloaded at the delivery address as specified in the Order or such other point of delivery as is agreed between Tridentech and the Supplier. The Supplier does not retain and Tridentech does not grant any security interest to the Supplier in such goods.

14.2 The Supplier will (at Tridentech's option) either repair or replace free of charge goods damaged or lost in transit.

15. TERMINATION

15.1 The Supplier agrees that the Contract may be terminated by Tridentech in whole or in part on 14 days' notice at any time by the delivery to the Supplier of a notice of termination.

15.2 The Supplier agrees that the Contract may be terminated by Tridentech in whole or in part immediately by delivery to the Supplier of a notice of termination if (i) the Supplier is in breach of these conditions; (ii) the Supplier (or any partner of the Supplier) undergoes a change of Control or suffers an Insolvency Event; or (iii) if Tridentech becomes aware of any claim that any of the Products infringe the Intellectual Property Rights of any Third party.

16. CONSEQUENCES OF TERMINATION

16.1 Should the Contract be terminated by the Supplier shall immediately cease work and cause its suppliers or sub-contractors to cease work in connection with the Order.

16.2 Subject to clause

16.3, where the Contract is terminated pursuant to clause 15.1, Tridentech shall pay to the Supplier (i) that portion of the Contract price corresponding to the Products which shall have been delivered in conformity with the Contract prior to the date of the termination, together with (ii) an amount equal to so much of the costs necessarily incurred by the Supplier prior to such date in the acquisition and/or manufacture of the remainder of the Products as would otherwise represent unavoidable loss to the Supplier

16.3 The total amount payable under clause 16.2 shall not exceed an amount which, when aggregated with sums previously paid by Tridentech to the Supplier in relation to the Contract, would exceed the total price payable under the Order for the total price payable under the Order for the Products.

16.4 Tridentech shall not be liable to the Supplier in respect of such termination except as herein provided.

17. GENERAL

17.1 Any dispute arising out of or in connection with this Contract shall be governed by the laws of United Arab Emirates as applied in Dubai and shall be subject to jurisdiction of the Courts in the Emirate of Dubai.

17.2 Nothing in the Conditions shall prejudice or limit any warranty or condition implied by Law.

17.3 Tridentech shall not be liable to the Supplier for failing to accept delivery of the goods or make payment to the supplier as specified in the Order due to factors outside Tridentech's reasonable control, including, but not limited to, acts of God, fire, flood, war, civil unrest, terrorist acts, government actions, accidents, labour difficulties, industrial action and strikes.

17.4 Inspection, testing and acceptance of the Products by Tridentech and payment thereof shall not affect terms implied by statute or the guarantees of the Supplier given under clause 6.

17.5 Tridentech may at any time or times set off any liability of the supplier to Tridentech against any liability of Tridentech to the supplier, whether any such liability is present or future (whenever arising), liquidated or unliquidated, under the contract or not and irrespective of the currency of its denomination. If the liabilities to be set off. Any exercise by Tridentech of its rights under this clause shall be without prejudice to any other rights or remedies available to it under the Contract or otherwise.

17.6 No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

17.7 All prior quotations or offers from the Supplier are excluded from the terms of the contract except to the extent expressly incorporated by special terms on the face of the Order and are hereby rejected to the extent that they are inconsistent with the Contract.

17.8 No person other than a party to this agreement, and their respective successors and permitted assigns, shall have any rights to enforce any term of this agreement.

17.9 Any change to the Contract must be recorded in writing and signed on behalf of Tridentech.