

1.Application

These Conditions shall form an integral part of the agreement/understanding between the Seller/Services Provider/Service Provider and the Buyer for the supply of the goods specified in the Order (the "Goods") and/or the provision of services specified in the Order (the "Services") and shall prevail over any terms or conditions contained in the Seller/Services Provider's or Service Provider's acceptance of the Order or elsewhere or implied by trade, custom or course of dealing. However, if any Order is issued pursuant to a Written Agreement for the purchase of Goods and/or Services then, in case of any inconsistency, the terms and conditions of the Agreement shall prevail over the Order at all times. These Conditions and the Order itself constitute the entire understanding/agreement between the Seller/Services Provider and the Buyer and shall not be modified or varied in any way, except with the prior written approval of the Buyer.

2.Acceptance and Cancellation

- 2.1 The execution and return of the acknowledgment copy of the Order by the Seller/Services Provider within 4 working days in writing through registered mail/courier or an email/facsimile confirmation within 2 working days or
- 2.2 The shipment of any part of the goods comprising this Order if for Goods; or the provision of any part of the Services comprising this Order if for Services, whichever is earlier, constitutes acceptance by the Seller/Services Provider of the Order and the Conditions set out herein.
- 2.3 The Buyer shall have the right without any reason or cause thereof to cancel the Order at any time before the commencement of services or delivery of goods to the Buyer, through written communication (email or courier) with immediate effect without any liability to the Seller/Service Provider whatsoever.

3. Quality, Quantity, Specifications and Warranty

- 3.1 The Seller/Services Provider guarantees that the Goods and/or Services supplied and/or performed are; a) Of the quality, quantity, description, specifications and assortment as stated in the Order, (b) Free from all defects in title, design, workmanship and materials, (c) Free from all liens and encumbrances, and (d) Merchantable quality.
- 3.2 The Goods shall be manufactured using materials of proven quality and shall be subject to first class treatment and technical processing as per the international standards.
- 3.3 The Warranty period of each type of Goods and/or Services shall be agreed by the Buyer and the Seller/Services Provider and indicated in the acceptance of the Order.
- 3.4 In case of discovery of defective Goods and/or Service the Buyer shall promptly notify the Seller/Services Provider in writing about such discovered defects, or if the delivered Goods and/or rendered Services fail to reach the desired level of productivity, satisfaction as stipulated in the Specifications, not due to the fault of the Buyer, the Seller/Services Provider shall immediately, free of charge, repair or replace the defective Goods with quality Goods or re-perform the required Services to the complete satisfaction of the Buyer. In case the Seller/Services Provider does not perform its warranty obligations and if the Buyer is forced to repair the defects by itself or use another Service provider, the Seller/Services Provider shall reimburse the Buyer for all expenses incurred in correction of such repairs. Notwithstanding the warranty period, if a hidden defect in the Goods is discovered during the working life of the Goods, the Seller/Services Provider shall immediately remove the discovered hidden defect or replace the defective Goods at its sole cost and risk. Hidden defect means a defect which cannot be discovered within one year after the Goods begin operating/are used, in accordance with the general industry standards.
- 3.5 In case the Goods remain unused due to the defect that needs to be removed or replaced, the Warranty period shall be extended for the period of time used for repair or replacing such Goods.
- 3.6 All Services as stated in the Order shall be performed in a timely and professional manner to the satisfaction of the Buyer and in full compliance with the local laws, rules and regulations, including the Buyer's EHS, security and other relevant policies.

4. Packing, Marking and Delivery

- 4.1 The Goods shall be shipped in packaging materials which correspond to and are designated for transportation of the Goods stated in the Order. The packaging shall protect the goods from any damage and corrosion during transportation by any kind of carriers, taking into account multiple loading and unloading and long term storage in closed heated spaces. The packaging shall be appropriate to sustain loading and unloading by crane and/or forklifts.
- 4.2 The Seller/Services Provider shall create a detailed packaging list of each packaging unit, indexing all items packed, their quantity, type, and position number according to the Specification, gross weight, net weight and the Contract and Purchase Order numbers. One copy of the packaging list along with the copy of commercial invoice (for international vendors exporting goods to Pakistan only) shall be sealed in a plastic envelope and pasted to the inside of the door of the shipping container or to the packaging unit.
- 4.3 The Seller/Services Provider shall be liable to the Buyer, as provided by delivery terms (incoterms etc.), for any wear and tear and damages caused to the goods as a result of poor quality or inappropriate preservation and/or packaging.
- 4.4 Unless otherwise set forth in the Specifications, Packaging units used to transport the Goods, shall be marked by the Seller/Services Provider with appropriate means on three sides as follows; Order No., Seller/Services Provider Name, Buyer Name, Recipient Name, Package No., Gross weight, Net weight and Crate/Box Dimensions: (L x W x H).
- 4.5 Each packaging unit shall be marked with a fraction, where the numerator represents the numerical order of the packaging unit, and the denominator represents the packaging units of the Goods.
- 4.6 Each packaging unit shall be marked with additional markings of "Caution - Fragile", "This side up; do not tip."
- 4.7 The Seller/Services Provider shall be liable, to the extent provided by delivery terms, for losses incurred as a result of damages to the Goods and/or its shipment to the wrong address due to incomplete or incorrect markings.
- 4.8 The Buyer has the right to designate the carrier to be used by the Seller/Services Provider.
- 4.9 Delivery of the Goods or performance of the Services must be completed within the time stated in the Order unless extended by subsequent written agreement between the Seller/Services Provider and the Buyer. In addition to and without prejudice to other legal remedies available to the Buyer, the Buyer reserves the right to cancel the Order with immediate effect, without liability if any portion of the commitment thereof is not fulfilled within the time specified in the order. Time is of the essence in the respect of the Order.
- 4.10 If the Seller/Services Provider fails to deliver the Goods or fails to provide services within the time stated in the Order, or within any extension of time subsequently agreed by the parties, there shall be deducted, at the Buyer's discretion, from sums due to the Seller/Services Provider or paid to Buyer by Seller/Services Provider, by way of liquidated damages for delay, an amount equal to ten percent (10%) of the value of the Order for the first week and five percent (5%) of the price of the Goods or Services for every additional week delayed beyond the agreed dates as specified in the Order. In the case that the delay is less than a week period, the amount shall be prorated.
- 4.11 Services shall be provided promptly in a timely manner and in accordance with the scope and requirements detailed and agreed in the Order and these conditions.
- 4.12 The Goods and Services shall be delivered at the Seller/Services Provider's expense in accordance with the Order. The delivery date of the Goods and Services to the Buyer, shall be the date of unloading of the Goods and/or performance of the Services in the designated place in the Buyer's premises located at the address indicated in the order and signing of the relevant way bill (Delivery Note) by the authorized representative of the Buyer and the Seller/Services Provider.
- 4.13 All Shipments of Goods shall be accompanied by transportation documents containing the full details of the Goods, the Contract, Order, Order line number along with the complete delivery address of the Buyer as set forth in the Order herein.
- 4.14 The Buyer has the right to an early shipment (ahead of schedule) of the whole or part of the Goods; provided that the Seller/Service Provider consents to it in writing.
- 4.15 Unless otherwise agreed in writing between the Seller/Services Provider and the Buyer, no charge will be made by the Seller/Services Provider for packing, crating, drayage, demurrage or storage without the Buyer's written permission.

5. Intellectual Property Rights

All drawings, samples, designs, blueprints, specifications, work papers, photographs, sketches, software (including, but not limited to, the Buyer's CAD menus, cell symbols, source codes, files and user commands) and other materials or data prepared by or for the Seller/Services Provider or furnished to the Seller/Services Provider in relation to the Goods and related intellectual property rights shall belong to the Buyer and shall not be used for, or revealed, divulged or made known to, any person, firm or corporation without the prior written consent of the Buyer, provided that the Seller/Services Provider shall, without such consent be entitled to reveal or divulge information of and to the extent required by Law or Governmental authorities having jurisdiction. The Seller/Services Provider shall also, without such consent, be entitled to reveal or divulge information of and to the extent necessary for subcontracting and supply purposes. To the extent that the Seller/Services Provider reveals or divulges information to its subcontractors and Sellers, the Seller/Services Provider shall ensure that the Buyer's proprietary information is subject to the same terms as stipulated herein. Upon the Buyer's request the Seller/Services Provider shall provide the Buyer with all such materials, together with any reproductions of such materials that the Seller/Services Provider or its subcontractors and Seller/Services Provider may have made, provided that the Seller/Services Provider may retain one copy of such materials for its records. Notwithstanding the foregoing, the provisions of this Article shall not prevent or restrict the Seller/Services Provider for selling similar Goods (excluding the processing specifications and parameters contained in the software and hardware) to third parties.

6. Title and Risk

Unless otherwise specified, the Goods shall be Delivered Duty Paid at the Buyer's premises (International Rules for the Interpretation of Trade Terms 2010) in accordance with the Order or the Buyer's instructions. The Goods shall comply in all respects with Clauses 3 and 4 hereof. The Seller/Services Provider shall bear the risk of loss of or damage to the Goods

until the Goods shall so be delivered. Title and Risk in the Goods shall pass to the Buyer on delivery of the Goods in accordance with the Order and these Conditions, without prejudice to any right of rejection which may accrue to the Buyer under the Order and these Conditions or otherwise.

7. Rejection

- 7.1 The Goods or Services shall be received by the Buyer subject to the Buyer's inspection and right of rejection. If the Goods or any Services, or any part thereof do not comply with the terms of these Conditions and/or delivery or shipment of the Goods or provision of Services is not made as specified in the Order or these Conditions, the Buyer may reject the Goods or Services, or any part thereof without liability and without prejudice to any other legal remedies available to the Buyer by giving notice of rejection to the Seller/Services Provider. The Seller/Services Provider shall forthwith refund to the Buyer any payment made by the Buyer for the Goods or Services rejected without prejudice to any other legal remedy to which the Buyer may be entitled. If instructions are not received by the Buyer from the Seller/Services Provider within fifteen (15) days after notice of rejection, the Goods shall be made available for collection by the Seller/Services Provider or shipped back to the Seller/Services Provider as per the Buyer's decision at the Seller/Services Provider's expense. (I) Goods returned as defective shall only be replaced, or (2) Services rejected as unsatisfactory shall only be re-done, with the Buyer's written permission.
- 7.2 The Buyer may refuse delivery of any Goods delivered in excess of the amount specified in the Order and if it refuses such delivery, it shall make available such goods for collection by the Seller/Services Provider or shipped back to the Seller/Services Provider as per the Buyer's decision at the Seller/Services Provider's expense.

8. Price and Payment

- 8.1 The price specified in the Order constitutes the maximum amount payable by the Buyer and the Order shall not be invoiced at any price higher than that shown on the Order without the written agreement of the Buyer. In the event that subsequent to the acceptance of the Order and before shipment thereof, the Seller/Services Provider shall reduce the price of any Goods or Services of a kind or character substantially the same as the Goods or Services, or any part thereof, any such reduced price shall supersede and be deemed to be substituted for the price of the Goods or Services, or the relevant part thereof, before the addition of other charges pursuant to Clause 4 if any.
- 8.2 The Buyer shall pay for the Goods or Services against delivery of the Goods or performance of the Services in accordance with Clauses 3 & 4 hereof. Neither payment for the Goods or Services nor delivery of the Goods or Services by the Seller/Services Provider shall constitute acceptance by the Buyer.
- 8.3 All Payments to the Seller/Services Provider under the Order shall be subject to the acceptance of Goods or Services by the Buyer in its sole discretion and deduction of any tax/levy as applicable to the Seller/Services Provider under the law.

9. Indemnity

The Seller/Services Provider will indemnify and hold harmless the Buyer, its officers, agents, employees and subcontractors from all claims, liabilities, losses, damages and expenses suffered or incurred by the Buyer, its officers, agents, employees or subcontractors including but not limited to legal fees, arising from or caused by any act or omission of the Seller/Services Provider, or its officers, agents, employees or subcontractors; (a) Through injury to any of the Buyer's and/or the Seller/Services Provider's officers, agents, employees or subcontractors or to the Buyers or its officers, agents, employees or subcontractors' property or to any third party, or (b) By reason of any actual or alleged trademark, copyright or patent infringement, or (c) By reason of the Seller/Services Provider's failure to deliver the Goods in accordance with the Buyer's instructions, the Order or these Conditions, or (d) Occurring as a result of any breach by the Seller/Services Provider of the Order, these Terms & Conditions and/or Terms and Conditions of any separate Agreement (e) Otherwise occurring as a result of any breach of any law, regulations and rules in force in Pakistan.

10. Insurance

The Seller/Services Provider shall maintain such insurance coverage against any public and property damage and such employee's liability and compensation insurance as will protect the Buyer against the claims, liabilities, losses, etc. mentioned in the provisions of Clause 8.1, 8.2, 8.3 and 9 above and against any claims under any relevant legislation in respect of employee's compensation or health and safety at work or any other third party claim whatsoever.

11. Labor

- 11.1 The Seller/Services Provider shall not employ any person who is younger than the age of 18 or the applicable minimum employment age, as per the applicable laws.
- 11.2 The Seller/Services Provider shall be responsible for: (a) Complying with all applicable labor laws, regulation and rules with regard to itself, its employees, agents and representatives and (b) Payment of any dues, levies, taxes, fees, contributions, insurances and the like, with regard to itself, its employees, agents and representatives.
- 11.3 There shall be no agency or employer/employee relationship deemed to exist between the Seller/Services Provider and its employees with the Buyer.

12. Spillage of Waste/Material

If at any time Seller/Service Provider generates/spills any Hazardous (waste/material that poses substantial or potential threat to the health of persons around the waste or the environment) and/or Non-hazardous Waste(s)/Material on the Buyer's property or site the Seller/Service Provider will immediately notify the Buyer and the Seller/Service Provider will comply with the Buyer's instructions, policies and practices, and any applicable law, regarding management of Material/Wastes at its own cost and expense and shall make good any loss to the Buyer caused by such Spillage.

13. Change Order

The Buyer may, from time to time, initiate changes by issuing to Seller/Service Provider written notices (each, a "Change Order") that alter, add to, or deduct from the Goods or Services, but that are otherwise subject to the Terms of this Order. The Seller/Service Provider will promptly comply with the terms of any Change Order.

14. General

- 14.1 All drawings, plates, cylinders, electrotypes, models, samples, designs, technical information and data or other proprietary information written, oral or otherwise furnished to the Seller / Services Provider and all rights therein are the property of the Buyer, and will be delivered to the Buyer upon demand.
- 14.2 The obligations of the Seller/Services Provider under the Order and these Conditions shall survive acceptance of the Goods or Services and payment thereof by the Buyer.
- 14.3 The Seller/Services Provider represents that it is familiar with, or shall take all measures necessary to become familiar with, all laws and regulations that will govern the Seller/Service Provider activities under the Order and warrants that it shall conduct all activities in relation to the Order in full compliance with such laws and regulations.
- 14.4 The Seller/Services Provider warrants that it shall secure and maintain all licenses, permissions, certifications and registrations which may be required under applicable law, rules and regulations in order to supply the Goods or perform the Services.
- 14.5 The Seller/Services Provider will hold any and all information it obtains pertaining to the business of PMPKL or its related bodies in strict confidence. The Seller/Services Provider will ensure that the Seller/Services Provider and each of the Seller/Services Provider's Personnel: (a) Do not disclose any of that information to any person without the prior written consent of the Buyer; (b) Do not make any use of that information or any part of it except for the proper performance of the Seller/Service Provider obligations under this agreement (c) Do not make any use of that information or any part of it to the competitive disadvantage of the Buyer (d) Do not copy or duplicate that information or any part of it without the prior written consent of the Buyer except to the extent necessary; and (e) Sign a confidentiality undertaking/agreement, if requested by the Buyer.
- 14.6 The Buyer, its employees and agents have the right, upon reasonable advance notice, and at the Buyer's expense to audit the Seller/Services Provider's books and premises with regard to the Seller/Services Provider's performance under this order.
- 14.7 The Seller/Services Provider shall perform its obligations under this Order itself, and shall not delegate its performance to or engage the services of any third party without the prior written consent of the Buyer. If such consent is given, the Seller/Services Provider shall remain fully and exclusively liable for the performance of its obligations under this Order.
- 14.8 Unless otherwise specified on the reverse side hereof, the Order and these Conditions shall be governed by and construed in accordance with the Laws of Pakistan without regard to its conflict of law provision, save that the shipping terms used herein shall have the meanings ascribed to them in the International Rules for the Interpretation of Trade Terms 2010. The parties to this Order hereby irrevocably submit for all purposes of or in connection with this Order to the exclusive jurisdiction of the competent courts of Karachi, Pakistan.
- 14.9 Upon the Seller/Service Provider receipt of amounts properly invoiced, the Seller/Service Provider waives and releases all rights to, for itself and its subcontractors, and at its sole cost shall obtain prompt removal of any lien and/or charge of any kind fixed against the Buyer, for Goods or Services performed under this Order.
- 14.10 The provisions of this Order are severable, and the unenforceability of any provision of this Order shall not affect the enforceability of the remainder of this Order.
- 14.11 Provisions of this Order which by their nature should apply beyond any termination of this Order will remain in effect for a period not longer than two (2) years from the date of expiry of the Order.
- 14.12 The Seller/Service Provider is an independent contractor. Nothing contained herein shall be construed as creating any agency, partnership, employment or fiduciary relationship. The Seller/Service Provider does not have the authority to bind the Buyer in any manner whatsoever.

