

**REVISION HISTORY**

Revision Number	Prepared By	Revision Date	Description of Change	Reviewed By	Approved By
000	Ajaykummar J (Asst. General Manager – PSC)	01-12-2011	New Document		Ahmed Naveed Farooqui (General Manager -PSC)
01	Ajaykummar J (Asst. General Manager – PSC)	14-04-2012	Changes made in Document number		Ahmed Naveed Farooqui (General Manager -PSC)
02	Masaud Hasan (Dy.Manager-Sourcing)	16-09-2014	Documents revised according to the IMS	Ajaykummar J (Asst. General Manager – PSC)	Ahmed Naveed Farooqui (General Manager -PSC)
03	Masaud Hasan (Dy.Manager-Sourcing)	13-09-2015	Improvement	Ajaykummar J (Asst. General Manager – PSC)	Ahmed Naveed Farooqui (General Manager -PSC)
04	Abdullah Adil (Asst. Manager-Sourcing)	18-7-2018	Addition of Anti-Corruption Clause	Masaud Hasan (Manager-Sourcing)	Ajaykummar J (Head – Procurement)
05	Abdullah Adil (Asst. Manager-Sourcing)	07-10-2018	Addition of Withholding Tax Clause and amendment in Penalty clause	Masaud Hasan (Manager-Sourcing)	Ajaykummar J (Head – Procurement)
06	Hatim Al Rawahi (Manager-Sourcing)	10-03-2022	Addition of Information Security Clause	Masaud Hasan (Manager-Sourcing & Business Improvement)	Ajaykummar J (Head – Procurement)

*[Signature]*  
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PF No. 0922

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**OCI's TERMS & CONDITIONS FOR PURCHASE****1. Interpretation**

1.1. **"Seller"** shall mean any person / entity who accepts the terms of the Contract and these Conditions with the intent of selling Goods to the Buyer.

**"Conditions"** shall mean these standard terms and conditions of purchase of the Goods and any additional special terms and conditions stipulated in the Contract.

**"Contract"** shall mean the Written Agreement of purchase of the Goods (Purchase Contract / Purchase Order).

**"Agreement"** shall mean OCI's terms & conditions for purchase

**"Delivery Date"** shall mean the date by which the Seller deliver the Ordered Goods in accordance with the date given in the Purchase Order.

**"Goods"** shall mean those goods which the Seller is to supply pursuant to the Contract and in accordance with the terms herein.

**"Invoice"** shall mean the Seller's written itemized statement and price of the Goods delivered or to be delivered to the Buyer pursuant to the relevant provisions of clause 18 (Payment Terms).

**"Party"** shall mean the Buyer or the Seller as the context may require and **"Parties"** shall mean the Buyer and Seller collectively.

**"Buyer"** shall mean Oman Cables Industry (SAOG), herein and after known as OCI.

**"Works"** shall mean all works, services, design, engineering, supplies, workmanship, manufacturing, inspection, testing, commissioning, and other activities that the Seller is required to carry out in accordance with the provisions of the Purchase Order.

**"Writing"** and **"Written"** shall pertain to all written documents relating to the Goods including without limitation all facsimiles, electronic correspondence.

1.2. These Conditions and the Contract shall be considered complementary to each other and read together as one document; in case of any conflict amongst these Conditions and the Contract, the Contract terms prevails.

1.3. These Conditions and the Contract shall be governed in all respects by the laws of the Sultanate of Oman.

1.4. The headings in these Conditions are for convenience of reference only and shall not affect its interpretation or construction in any way.

1.5. Unless the context requires otherwise, the terms and expressions which are defined in or given a particular meaning by the Conditions will have the same meaning in the Contract and any other written documents which the Buyer shall issue in the performance of any negotiations or execution of the Contract;

1.6. Any terms and/or expressions which have not been assigned a particular meaning by these Conditions but which appear in any of the Buyer's written documents related to the purchase of the Goods shall be concluded as the context may require;

1.7. This Agreement shall be read in conjunction with the Purchase Order PO / Purchase Contract / Service Contract

1.8 All instructions, notices, agreements, authorizations, approvals and acknowledgments shall be made in writing.

## **2. Invoice**

"Invoice" (in triplicate manually signed and stamped) must have the following information:

- i. OCI's Purchase Order Number / LC Number, if any.
- ii. Description, specifications, and details of Goods as per the Purchase Order / LC (both LC & PO should have same description)
- iii. Inco-terms.
- iv. HS code number
- v. Net weight and Gross weight as mentioned in the Bill of lading / Airway Bill
- vi. Unit price

## **3. Certificate of Origin**

Certificate of Origin, in case of Sea or Road shipments only (and for Air shipment exceeding CIF value of RO1000/USD 2500) should be legalized by any Arab Embassy or attested by the Chamber of Commerce. In case the Certificate of Origin is not legalized, a charge of USD 52 (or as revised by the competent authorities or legislation) is levied by the Customs which will be borne by the Seller either through deducting this amount from the LC / Invoice value or raising debit note and offsetting this with the immediate due payment to the Seller.



#### **4. Packing list**

Net Weight and Gross Weight shall be mentioned in the Packing list as mentioned in the Bill of lading/Airway Bill. In case of containerized shipment, container wise packing list should be provided.

#### **5. Documents**

Documents to be presented within 05 (five) international working days in case of direct payment and 21 days in case of LC payment, from the date of Bill of Lading; within 02 international working days in the case of direct payment and 21 days in case of LC payment, from date of dispatch by Air (AWB).

Shipments by road must be accompanied with all the relevant documents; or otherwise as per mutually written agreed periods.

In case documents are not submitted in time, the Seller will advise shipping line to accept shipping guarantee from OCI one week prior to arrival of vessel. Demurrage, if any, will be on Seller's account by raising debit note and offsetting this with the immediate due payment to the Seller.

Following documents must be submitted to the bank or sent directly to OCI, as the case may be:

- i. Three original invoices (one legalized and two original manually signed and stamped)
- ii. Three original packing lists
- iii. Certificate of Origin
- iv. Three original BL or one Original AWB
- v. One original test certificate

For L/C and C & F shipments, following documents should be obtained from the shipping line as a part of negotiating documents:

- I. A Certificate from the Carrier /Owner/Master of their Agent certifying the following:
  - a) The carrying vessel (including the vessel name) holds a valid International Safety Management Certificate (ISM CODE);
  - b) Shipment has not been effected on deck;
  - c) Shipment has been made by Conference /Regular Line Vessel not exceeding 25 years of age, with a published route and classed as per Lloyds 100 A1 or equivalent and complying with International Safety Management Code (ISM) as per International Maritime Organization (IMO) Regulations;
  - d) The vessel is allowed to enter Arabian ports;
  - e) The vessel is self-propelled
- II. Copy/Photocopy of a valid ISM certificate issued by IMO/Registry showing the ISM code number and vessel's year of build.

## **6. Charges**

6.1. All charges pertaining to shipping guarantee will be borne by the Shipper/Seller

6.2. All Bank charges outside Oman to be borne by the Shipper/Seller and within Oman to be borne by OCI.

## **7. Delivery Date**

Delivery date indicated in the PO, which is as per Inco-terms, the specified date of arrival of Ordered Goods at the destination port for CIF/CFR shipments and Ex-Works (Seller's works) date for Ex-Works cases and FOB date for FOB shipments. However, the delivery date will be pre-agreed with the Seller.

## **8. Late Delivery**

Time is the essence of the Purchase contract /Purchase order. If Purchase Contract/Purchase Order in full or any part of them are not delivered by the time or times agreed between OCI and the Supplier as specified in the Purchase Contract/Purchase Order then OCI may:

(1) Cancel the complete Purchase contract /purchase order and claim full credit or for that part of supply that in the opinion of OCI cannot be utilized owing to this cancellation and;

(2) in the event of delay, impose the penalty which shall be deducted from any payment due to the Supplier at the rate of 0.5 % of the value of the relevant Purchase Contract/Purchase Order per week of delay or part thereof for the first 6 weeks and then 1 % or part thereof after 6 weeks up to a maximum penalty of 10% of the Purchase contract/Purchase Order value.

OCI shall have the right to terminate the contract if the delivery is delayed more than 10 weeks. In the event of cancellation under this condition, the Supplier shall promptly repay any moneys paid under the relevant Purchase Contract/ Purchase Order without any retention or offset whatsoever. Cancellation of the Purchase Contract/Purchase Order under this condition shall not affect any other rights which OCI may have.

OCI reserves the right to claim the losses, damages, costs and expenses arising from this cancellation.

OCI will have the right to avail the delivery from other sources and all additional costs incurred by OCI will be borne by the Supplier.

## **9. Material Safety Data Sheet (MSDS)**

It is the Seller's responsibility to provide, for each Purchase Order with first delivery of an item, MSDS (material safety data sheet) and the amendments as and when it happens, clearly mentioning among other relevant information, the storage conditions, shelf life and pallet stackable height etc., and any other relevant storage measures.

#### **10. Inspection, Acceptance, and cancellation**

OCI shall have the right to inspect and reject the Goods in whole or in part whether or not paid for in full or in part within thirty (30) days of receipt at OCI's warehouse if the Goods do not conform with the exact terms and conditions of the Purchase Order, including any deviation from OCI's specifications and the amendments thereof, as furnished. OCI will give the Seller a period (within thirty (30) days of intimation or any other mutually written agreed period to replace the Goods with new Goods that conform with the PO/Contract, after which time OCI shall be entitled to cancel the Purchase Order and purchase the nearest equivalent goods elsewhere and the provisions of the condition entitled in clause 11 "Inability of the Seller to Supply" shall apply. In the event of cancellation under this condition, the Seller shall promptly repay any money paid under the relevant Purchase Order without any retention or offset whatsoever. Cancellation of the Purchase Order under this condition shall not affect any other rights which OCI may have. The Seller must collect all rejected Goods within thirty (30) days of intimation of rejection. In such case if Seller fails to take back the Goods within the time stipulated, OCI reserves the right to dispose the goods as it deems appropriate.

Neither OCI's inspection nor failure to inspect shall relieve the Seller of any warranty obligation, whether related to Goods and/or Materials.

The Seller will not be exempt from the penalty terms for any extended time given by OCI to supply the Goods as per the specifications mentioned in the PO / LC.

#### **11. Inability of the Seller to Supply**

In the event that the Seller is unable for whatever reason other than force majeure to meet the delivery requirements as communicated to it by OCI then the Seller shall indemnify OCI in respect of the actual costs incurred by OCI in obtaining the Goods from an alternative source. This shall include any special shipping and freight costs which may have to be incurred.

#### **12. Performance and Service Levels**

The Seller shall perform its obligations under the Purchase Order in accordance with the key performance indicators (KPIs) and the service levels such as delivery on time, quality and correct and timely submission of documents (OCI and the Seller may agree to additional KPIs if required). OCI and the Seller agree to monitor Seller's performance against the key performing indicators and service levels against set targets. The Seller shall carry out all of his obligations with all due care and diligence and with the skill to be expected of a reputable seller experienced in the types of work to be carried out under the Purchase Order.

#### **13. Undertaking and Warranty**

13.1. The Seller undertake that the Goods will meet the description and specifications described in raw material specification (RMS) and cable manufacturing specification (CMS) sheets or as described in the Purchase Order.

The Seller undertakes that the Goods will:

- (a) be free from all defects in design, workmanship, and materials
- (b) be new, unless specified otherwise in the Contract



- (c) be fit for use for their ordinary intended purpose as well as any special purpose specified in the Contract.
- (d) do not constitute infringement or contributory infringement of any patent, copyright or trademark, or violation of any trade secret when sold or used in their ordinary intended purpose as well as any special purpose specified herein.
- (e) be in strict conformance with every provision of the Contract/Purchase Order.
- (f) be capable of all standards of performance specified in the Contract.

13.2 The Warranty period for the Goods shall be as mutually agreed or thirty six (36) months from the actual date of delivery of the last part of the Goods or issuing of OCI's certificate of successful commissioning, as the case maybe at the sole discretion of OCI, and shall be extended by the period(s) during which the Goods or the facility in which the Goods are incorporated has been out of operation or use, as a result of a defect attributable to the Seller. If the Goods or any part thereof are subject to remedial work, the warranty period of the remedial work shall be extended with the same period of warranty as mutually agreed or thirty six (36) months from the date on which such remedial work was accepted by OCI.

13.3 If, in OCI's opinion, the Goods/Materials fail to conform to this contract or are otherwise defective, the Seller shall, at OCI's sole option, promptly repair or replace them at the Seller's expense.

13.4 If the Seller does not perform its obligations and if the Goods do not achieve the requirements of the performance specified in the Purchase Order as stated above (Articles 11, 12 and 13), at the sole discretion of OCI, the Seller shall pay liquidated damages at the rates and up to the limits specified in the Purchase Order.

13.5 The Seller shall comply with all applicable law and shall defend, indemnify and hold harmless OCI from and against any and all claims, demands, judgments, fines, suits, costs (including legal costs), expenses, penalties and liens of proceedings arising out or in connection with the Seller's breach under the Purchase Order.

#### **14. Force Majeure**

Neither Party shall be considered in default or in breach of its obligations under this Agreement to the extent that performance of such obligations is delayed, hindered or prevented by Force Majeure. Force Majeure means any circumstances beyond the reasonable control of the Parties including, without limitation, acts of God, acts of government, acts of war (declared or otherwise), hostilities, riot, civil commotion or unrest, military action, insurrection, fire, flood, incendiaries, explosion, embargo, criminal acts of third parties, strikes or other labor disturbances.

If any Force Majeure occurs affecting the performance of a Party's obligations under this Agreement, the Party affected shall notify the other Party in writing within [fourteen (14)] days and both OCI and the Seller shall consult together and shall make every reasonable effort to mitigate the effect of Force Majeure, and OCI shall have the right to have the Goods affected by the Force Majeure supplied from elsewhere.



If, by reason of Force Majeure, the Seller is unable to meet the agreed delivery date for Goods specified in one or more Purchase Orders the Seller will be obliged, at the option of OCI, to supply the Goods at a new date, subject to new shipping details, with all other conditions of the Purchase Order remaining unchanged.

OCI may terminate this Agreement in the event the Force Majeure circumstances which prevent the Seller from fulfilling its obligations under this Agreement, persists for more than 30 days on any one occasion or for more than 60 days in any period of 12 months for more than one occasion.

#### **15. Confidential Information**

In this Agreement, Confidential Information means the contents of this Agreement and any information, document, method or technique (including any computer program or data) which: (1) is made available by the other party for the purposes of this Agreement, or is information relating to the business of the other party which comes to the knowledge of either party in the course of the provision of the Services; or

(2) relates to this Agreement and is made available by any third party to OCI or to the Contractor under an obligation of confidentiality.

Each party undertakes that it must: (1) keep all Confidential Information confidential and not disclose it to any person; (2) not use any Confidential Information except as may be necessary for the purposes of the Services; and (3) ensure that its employees, representatives and agents do the same:

A party may disclose or allow disclosure of Confidential Information: (1) to its representatives, officers, employees or professional advisers to the extent necessary to enable the party to perform or enforce of any of its duties or rights under this Agreement; or (2) when its legal counsel advises it that disclosure is required by law; (3) to the extent the Confidential Information has become publicly available or generally known to the public at the time of the disclosure other than as a result of a breach of this provision; or (4) to a relevant government authority to the extent necessary for the proper management of the taxation affairs of that party or any of its group companies; or (5) if it has the prior written approval of the other party to the disclosure (that approval not to be unreasonably withheld or delayed).

If a party intends to disclose Confidential Information in a way allowed by this provision it must to the extent reasonably practicable: (1) give the other Party advance notice of the fact and a copy of the information which it intends to disclose; (2) allow the other Party to make representations or objections about the disclosure; and (3) take into account the reasonable representations and objections the other party make.

The duties in this Clause shall continue to apply after this Agreement ends without limit in time.

#### **16. Order Acknowledgement / Change Order**

The Seller shall send the Order acknowledgment within 5 working days of receipt and it shall be deemed to have been duly received as follows:

- i. if sent by personal delivery, upon delivery at the seller's address

- ii. if sent by post, five (5) working days after the date of posting provided that proof is given that the notice was properly addressed and duly dispatched by post and, in the case of a notice sent to a party in another country, that the notice was sent by first class airmail post; and
- iii. if sent by facsimile, when dispatched provided OCI has received a receipt evidencing proper transmission,
- iv. if sent by email, when dispatched provided OCI has received a receipt evidencing proper transmission,

provided that if, in accordance with the above provisions, any such notice or other communication would otherwise be deemed to be given or made outside normal working hours in the place of service of the notice or other communication it shall be deemed to be given or made at the start of normal working hours on the next usual working day.

If the acknowledgment is not received within this period, the Order is considered to be accepted technically and commercially.

**17. Shipment schedule/delivery terms**

As per the Purchase Order, contract, service agreement.

**18. Payment terms**

As per the Purchase Order, contract, service agreement.

**19. Title and Risk****19.1 Title**

The full and unrestricted title to the Goods shall pass to OCI when the first of the following events occurs:

- Identification of the Goods by the Seller which he intends to deliver although the Goods may not conform to the Purchase Order requirements; or
- Payment (part or full) to the Seller by OCI for the Goods, in accordance with the Purchase Order; or
- The delivery of the Goods, in accordance with the delivery terms stipulated in the Purchase Order.

However, such transfer of title shall be without prejudice to OCI's right to refuse the Goods in case of any defect or non-conformity with the requirements of the Purchase Order.

Notwithstanding the provisions of article 19.1 above, all Goods or part thereof, procured or manufactured for this Purchase Order, and still in the possession of the Seller shall be suitably marked or clearly identified as such, and shall be segregated from other property in the care, custody and control of the Seller and OCI shall have the complete and entire benefit of

appropriation of all the material and equipment's forming part of, arising out of or in connection with the Performance of the work under the Purchase Order.

Irrespective of transfer of title to the Goods, the Seller shall remain responsible for risk of loss or damage until the delivery of the Goods in accordance with the delivery terms.

## **19.2 Risk**

As per Inco-terms

## **20. Governing Law and jurisdiction**

This agreement and all purchase contracts, orders, service contracts read in conjunction with it shall be governed and construed by the laws of Sultanate of Oman. The Parties agree to submit any disputes that may arise out of this Agreement to the jurisdiction of the Courts of the Sultanate of Oman.

## **21. Indemnity and liquidated damages**

### **21.1 Indemnity**

The Seller shall indemnify and hold OCI harmless from and against any and all loss, action, cost, claims, demands, proceedings, judgements, cause of action, expenses and liabilities whatsoever (if any) which OCI may incur in respect of personal injury to or death of any person or in respect of any loss or destruction of or damage to property, to the Goods or any other property, or loss of operation or production or any other reasons that may be prejudicial to OCI's interest (Other than as a result of any default or neglect of OCI's or of any person for whom OCI are responsible) however caused and whether due to negligence, breach of statutory duty, breach of this Agreement or otherwise of the Seller arising out of or in connection with the performance, or failure to perform, any of the seller's obligations under the Agreement or alleged to be attributable to some defect in the goods.

The Seller shall be liable for, and shall indemnify and hold harmless OCI from and against any loss or damage incurred by any third party arising out of or in conjunction with the negligence performance or non-compliance of the purchase order by the seller.

### **21.2 Liquidated damages**

OCI reserves the right to set off any liquidated damages from any monies due or to become due to the Seller. Where the liability of the Seller to pay the liquidated damages exceeds the maximum limit as per the Purchase Order, OCI has the right to terminate the Purchase Order. This shall be without prejudice to OCI's right to claim other remedies under the Purchase Order and these conditions.

The payment of the liquidated damages shall not relieve the Seller from its obligations to diligently supply the Goods or from any other obligations and liabilities under the Purchase

Order and these conditions. The above provisions are also without prejudice to any other rights to OCI may have in accordance with any provisions of the Purchase Order.

## **22. Work on OCI Premises**

If the Contract involves any works or services which the Seller must perform on OCI's premises, then the following conditions shall apply: (1) the Seller shall ensure that it and its employees, Seller's subcontractors and their employees and any other person associated with the Seller will adhere in every respect the applicable laws and regulations, (2) (without prejudice to the generality of the condition under article 21 "Indemnity") the Seller will indemnify OCI against all loss, costs, claims, demands, expenses and liabilities whatsoever (if any) which OCI may incur (other than as a result of any default or neglect of OCI's or of any person for whom OCI are responsible) in respect of personal injury to or death of any of Seller's or OCI's employees, agents, sub-contractors or other representatives or damage to any property caused or contributed by the Seller, its employee's, the Seller's subcontractors and their employees and any other person associated with the Seller while on OCI's premises whether or not such persons are (at the time such personal injury or deaths or damage to property are caused) acting in the course of their employment.

## **23. Default**

23.1 Without prejudice to other provisions of the Purchase Order, the Seller shall be considered in default in its obligations under the Purchase Order, without limitation, in the following instances.

- (a) the Seller is, in material breach of his obligations under the Purchase Order.
- (b) the Seller becomes insolvent, bankrupt or makes an assignment for the benefit of creditors, or a receiver is appointed for a substantial part of the Seller 's assets.
- (c) the Seller dissolves, liquidates or terminates his corporate existence, other than by merger, sale, acquisition or re-organization into an affiliate, or an order is made by a court or an effective resolution is passed for the dissolution, liquidation or winding up of the Seller.
- (d) the Seller fails to timely commence and proceed with the performance of the Purchase Order or a part thereof which may, in the reasonable opinion of OCI, substantially delay the Delivery of the Goods beyond Delivery Dates.
- (e) the Seller purports to assign the Purchase Order or his obligations other than in accordance with the terms of the Purchase Order.
- (f) the Seller fails to comply with Applicable Law.
- (g) the Seller suspends the performance of the Works, unless notified or requested to do so by OCI.
- (h) the Seller fails, within the required timeframes, to provide OCI with, or fails to maintain, the bank guarantees or parent company guarantees required by the Purchase Order.
- (i) the Seller fails to consistently meet the quality assurance or HSE requirements during the execution of the Works.
- (j) the certifications submitted or produced by the Seller in relation to the award or performance of the Purchase Order prove, at any time, to be improper, false or counterfeit.





23.2 Provided in the reasonable opinion of OCI the default can be remedied, OCI will notify the Seller by written notice specifying the default and requiring the Seller to commence the remedy of the default as soon as possible but not later than ten (10) days from the date of the notice or as mutually agreed and to remedy the default within a reasonable period thereafter as determined by OCI. Should the Seller fail to commence to remedy the default or fail to remedy the default within a reasonable period as determined by OCI, or the default is such that it cannot be remedied, OCI may then terminate the Purchase Order or part thereof upon written notice to the Seller in accordance with Article 24.1(b).

## 24. Termination

24.1 OCI shall have the right to terminate all or any part of the Purchase Order at such time as OCI may consider necessary for any or all of the following reasons:

- (a) to suit the convenience of OCI or
- (b) in the event of any default by the Seller under Article 23 (Default)

24.2 If OCI terminates all or any part of the Purchase Order in accordance with Article 24.1 (Termination), the Seller shall promptly comply with all instructions of OCI in respect of:

- (a) ceasing performance of the Works or such part of the Works as may be terminated.
- (b) cancellation or assignment of outstanding commitments and sub-orders as OCI may request.
- (c) performance of any Works required for the completion, protection and storage of the Works already performed.
- (d) delivery to OCI of any portion of the Goods and the Works to any place and within a timeframe specified by OCI.
- (e) permit or procure permission for OCI to enter any Seller group premises or any other premises where Goods may be located at the date of termination and permit or procure permission for OCI to collect the same.
- (f) execution of all documents and all such other actions as may be required in order to vest in OCI all rights, set-offs and benefits held by the Seller under or in connection with the performance of the Purchase Order.
- (g) delivery to OCI of all the relevant parts respectively of any technical information and originals, copies and reproductions of all drawings, specifications, requisitions, calculations, program listings, erection plans, schedules, computer tapes, discs and other essential recording matter and all other data and documents prepared by the Seller or any Sub-Seller within twenty one (21) days of the effective date of termination.
- (h) assignment to OCI of such sub-orders as OCI may request.
- (i) any other matters arising out of the Purchase Order which OCI deems necessary.

24.3 In the event of termination of all or any part of the Purchase Order by the Buyer under Article 24.1 (a) (Termination), OCI shall not be liable to the Seller for any damages or loss whatsoever including without limitation, any loss of anticipated profit as a result of such termination. The only compensation the Seller is entitled to receive as a result of the said termination is for the value of the audited and verified Works performed by the Seller prior to the date of termination that can be delivered, accepted and utilized by OCI along with any

actual direct costs incurred by the Seller which are proved to be directly attributable to such termination.

24.4 In case of termination of all or any part of the Purchase Order by OCI under Article 24.1(b) (Termination), the following provisions shall apply:

- (a) The Seller shall cease to be entitled to receive any money or monies on account of the Purchase Order until expiry of the Warranty Period so that all the costs incurred by OCI arising as a result of the Seller's default have been finally ascertained;
- (b) Any additional costs reasonably incurred by OCI as a direct result of the Seller's default or any other events giving rise to termination shall be recoverable by OCI from the Seller. Such additional costs may include but not limited to (i) any costs incurred by OCI by engaging others to complete the Works to fulfil the Seller's obligations towards OCI (ii) any costs incurred by OCI in fulfilling the Seller's outstanding obligations under the Purchase Order; and (iii) liquidated damages in accordance with Article 21.2 (Liquidated Damages) above.
- (c) Thereafter, and subject to any deductions that may be made by OCI under the provisions of the Purchase Order, the Seller shall be entitled to payment only for the part of the Works that was completed and accepted by OCI up to the date of termination;
- (d) The Seller shall not be entitled to claim any damages, losses, expenses, loss of profit or any other costs arising due to such termination.

## **25. Notice**

Any notice required or otherwise directed under these Conditions by either Party to the other shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant times have been notified to such other party pursuant to this provision.

## **26. Assignment**

The Seller shall not assign or otherwise deal with any right or interest arising out of or in connection with this Agreement without OCI's prior written consent.

## **27. Severance**

If any provision of this Agreement is not or ceases to be legally binding and enforceable, it will not affect the legality, binding effect or enforceability of any other provision

## **28. Amendment**

This agreement (OCI's terms and conditions for purchase) is subject to periodical review by OCI and it may be amended from time to time.

**29. Waiver**

OCI's acceptance of less than the entire amount of any order or of non-conforming Goods shall not constitute a waiver of OCI's right to reject or accept any portion or the remainder of any order and shall not bind OCI to accept additional deliveries. Neither the presentation of an invoice nor the payment thereof shall constitute a settlement of a dispute or otherwise waive or affect the rights of the Parties hereunder.

None of these conditions and/or the conditions of the Purchase Order shall be waived either by OCI or the Seller unless such a waiver is given in writing by one party to the other party. No such waiver shall constitute a waiver of any past or future default, breach or modification of any of these conditions and/or the terms and conditions of the Purchase Order unless expressly stipulated in such waiver.

No failure or delay on the part of OCI to enforce or to require the strict adherence and performance of any of these conditions and/or terms and conditions of the Purchase Order shall constitute a waiver of such terms and conditions and/or affect or impair any of the rights of OCI at any time to avail itself of such remedies as it may have under these conditions and/or under the Purchase Order. The terms and conditions are without prejudice to OCI's rights and remedies at law or otherwise.

**30. Remedies**

All rights and remedies set forth in these conditions and/or in the Purchase Order or by law shall be cumulative and may be exercised concurrently.

**31. Survival**

All obligations and warranties that are capable of having effect after the expiry or termination of the Purchase Order shall survive the expiry or termination of the Purchase Order, howsoever occasioned, and shall be without prejudice to the rights and remedies of the parties up to and including the date of such expiry or termination, and shall not affect or prejudice any term of these conditions and/or Purchase Order that is expressly or by implication provided to come into effect on or continue in effect after such expiry or termination.

**32. Anti-Corruption**

32.1 The Manufacturer / Supplier/Service Provider (as the case maybe to be reflected in the relevant T&C and/or agreement/contract with third party) undertakes to comply with all Laws, including all such laws and regulations related to anti-bribery, anti-corruption, anti-money laundering, trade sanctions and anti-terrorism.

32.2 The Company (OCI) prohibits the offering, promising, authorising, giving or payment of bribes and "facilitation" or "grease" payments by Manufacturer / Supplier/Service Provider in connection with the Company's business, this Agreement and/or the supply of Products/services, and Manufacturer / Supplier/Service Provider will comply with this prohibition of bribes and facilitation payments.

32.3 Manufacturer / Supplier/Service Provider agrees that upon reasonable notice in writing and no more than once per year, the Company may review, inspect and audit the books, records, accounts and files of Manufacturer / Supplier/Service Provider relating to this Agreement and the supply of Products/services offered hereunder for purposes of confirming compliance with this Clause.

32.4 If the Company reasonably believes in good faith that the Manufacturer / Supplier/Service Provider has breached any of its obligations set out in this Clause, the Company may, upon receiving advice of its legal counsel that it may become subject to fines or other penalties as a result of such breach, provide written notice to Supplier and terminate this Agreement and/or suspend any payments/fees/compensation under the agreement. Manufacturer / Supplier/Service Provider agrees to cooperate with any investigations by the Company in connection with this Agreement.

### **33. Withholding Tax**

If and to the extent the Company (OCI) has to deduct withholding taxes and/or any other government charges or taxes in-line with the applicable laws and regulations, OCI will withhold and deduct such amounts from payments to Supplier and pay the amounts to the competent tax authority or any other relevant governmental body, as the case may be, as required by law. OCI and Supplier shall co-operate to comply and complete any necessary procedures or formalities in this regard.

### **34. *Obligations relating to the management of information security.***

***Careful and secure information management is a core value for OCI***

***The Seller is responsible for reading, approving and signing the security requirements listed below and all other applicable company policies.***

#### **Governance Area**

***Sellers shall assign a person responsible for managing Information Security requirements (a single person that OCI could contact in case of necessity, e.g. Single Point of Contact).***

***Sellers shall inform employees about their Information Security responsibilities by putting in place appropriate awareness education and training about organizational policies and procedures. Information security responsibilities and duties remain valid after employment contract termination.***

#### **Prevention Area**

***Sellers shall implement users' authentication techniques adopting the best technologies at their disposal to achieve the minimum security standard. For example via an identifier (e.g. a User ID) and a password.***



***Sellers shall implement a formal and documented user access provisioning process to assign, modify or revoke access rights for all user types to all systems and services, based on two principles:***

- "Least Privilege" principle provides to restrict and control access to information and application functions based on personnel roles and responsibility.***
- "Need to Know" principle provides for users to be provided with access to systems, networks, assets and services that they have been specifically authorized to use and that are required for their business activity.***

***Sellers shall use data sanitization mechanisms in order to permanently and irreversibly remove, destroy and eliminate OCI information and data on company systems and applications when no longer required for the existing relationship.***

#### **Response & Recovery Area**

***Sellers shall define a security incident management procedure (e.g. including roles and responsibilities, recovery activities, reporting of incidents, analysis on incident resolution to reduce likelihood of future incident, etc.) to ensure a quick and effective response to information security incidents.***

***Sellers shall promptly notify the Group of any security incident detected and guarantee the collaboration in order to take appropriate countermeasures.***

***Furthermore, Sellers shall perform backup of systems on regular basis. Backups shall be protected from loss, damage and unauthorized access.***

***The Seller undertakes, in relation to the execution of this contractual relationship as identified above, to respect scrupulously the security requirements and to guarantee the respect of the same by its personnel used for any reason in the execution of the contractual relationship.***

***In addition, in the event that the Seller subcontracts its obligations to the subcontractors (including any of the Seller's affiliates or subsidiaries), shall enter into an agreement with subcontractors to impose materially the same obligations as set forth in this Appendix. Seller agrees that any subcontractor that have access to OCI's data shall be obliged to process them in accordance with the Seller's instructions and shall be subject to confidentiality obligations.***