VSB INTERNATIONAL CONTRACTING LLC

PURCHASE ORDER AND WORK ORDER
TERMS AND CONDITIONS

Supply of Goods · Services · Works · Subcontracts

Revision 2 — August 2026

United Arab Emirates · Emirate of Dubai

Document reference	**VSBI-PROC-TC-Rev.2**
Issue date	**August 2026**
Supersedes	**VSBI Purchase Order and-or Work Order Terms and Conditions, Rev. 1**
Applies to	**Every Purchase Order, Work Order, Blanket Order and Subcontract issued on or after the issue date**
Governing law	**Federal law of the United Arab Emirates as applied in the Emirate of Dubai**
Principal statute	**Federal Decree-Law No. 25 of 2025 (Civil Transactions Law), in force 1 June 2026**
Jurisdiction	**Courts of the Emirate of Dubai — exclusive**
Issued by	**VSBI Procurement Department, PO Box 17220, Dubai, UAE**
Contact	**info@vsbigroup.com · +971 56 876 5616**
Status	**Issued for use — forms part of every Order**

ISSUE STATEMENT. This is Revision 2 of the Purchase Order and Work Order Terms and Conditions of VSB International Contracting LLC. It supersedes Revision 1 and applies to every Purchase Order, Work Order, Blanket Order, call-off and subcontract issued on or after the issue date. It reflects the federal legislation of the United Arab Emirates in force as at August 2026, including the Civil Transactions Law promulgated by Federal Decree-Law No. 25 of 2025, which came into force on 1 June 2026. Orders concluded before that date remain governed by the legislation and by the conditions in force at the date of conclusion. Sellers are invited to raise any request for amendment under Clause 3 before accepting an Order.

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ANNEXES

HOW THESE CONDITIONS ARE STRUCTURED

These Conditions are arranged in six Parts and three Annexes.

Part A (Clauses 1 to 4) — definitions, formation of the Order, priority of documents and authority.

Part B (Clauses 5 to 12) — price, taxation, advance payment, security, payment, retention, deduction and set-off.

Part C (Clauses 13 to 18) — delivery, time, delay damages, title, risk, amendments to scope and suspension.

Part D (Clauses 19 to 26) — quality, regulatory conformity, inspection, rejection, warranty, long-term liability and spares.

Part E (Clauses 27 to 35) — health and safety, labour, environment, insurance, liability, intellectual property, confidentiality, ethics and audit.

Part F (Clauses 36 to 48) — assignment, termination, force majeure, notices and general provisions.

Annex A — Order Data Sheet, being the commercial variables completed for each Order.

Annex B — Documents required before, with and after delivery.

Annex C — Schedule of UAE legislation underlying these Conditions.

SUMMARY OF PRINCIPAL COMMERCIAL POSITIONS

This summary is for the Seller's convenience only and does not vary the Conditions. Where the summary and the Conditions differ, the Conditions prevail.

Matter	Position	Clause
Scope	Applies to purchase orders, work orders, blanket orders, call-offs and subcontracts alike	2
Right to negotiate	Nothing prevents a Seller from seeking relaxation of any term, including payment terms, before acceptance	3
Price basis	Firm, fixed and not subject to escalation unless the Order Data Sheet states otherwise	5
Advance payment	None unless stated in the Order. If approved, secured by an unconditional on-demand guarantee from a UAE Central Bank licensed bank	7
Material paid for in advance	Title vests in VSBI. Material segregated, marked, insured and VSBI's interest registered on the UAE movables register	8
Invoicing	Valid UAE tax invoice, electronic where the mandate applies. Invoices presented more than 12 months after supply are not payable	6 and 9
Payment period	As stated in the Order Data Sheet, running from receipt of a complete and correct invoice with supporting documents	9
Conditional payment	Applies only where expressly stated, always subject to a long-stop date after which payment falls due regardless	9.10
Retention	5 per cent of each certified payment, released 12 months after the later of the events in Clause 10, subject to a long-stop	10
Delay damages	At the rate and cap stated in the Order Data Sheet, recorded as a genuine pre-estimate of loss	14
Warranty	12 months minimum, or longer where stated. Fresh 12-month warranty on every repair or replacement	24
Structural and permanent Goods	Contractual warranty and indemnity for 10 years from Taking-Over of the Works	25
Liability	Uncapped for the matters listed in Clause 31.4, otherwise capped at the greater of the Order value or available insurance proceeds	31

Matter	Position	Clause
Governing law and forum	UAE federal law as applied in Dubai. Courts of Dubai, exclusive jurisdiction	46 and 47

PART A — DEFINITIONS, FORMATION AND AUTHORITY

1. DEFINITIONS AND INTERPRETATION

1.1 In these Conditions, unless the context otherwise requires:

“Affiliate” means in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party, and in the case of VSBI includes its branches, divisions, subsidiaries, associated companies and joint ventures.

“Applicable Law” means all federal legislation of the United Arab Emirates, all legislation of the Emirate of Dubai, and all regulations, decisions, resolutions, codes, standards and directions of any Authority, in each case in force from time to time and applicable to the Order, the Goods, the Services or the Project.

“Authority” means any federal or Emirate-level governmental, municipal, regulatory or statutory body having jurisdiction, including the Ministry of Industry and Advanced Technology, the Ministry of Human Resources and Emiratisation, the Federal Tax Authority, Dubai Municipality, the Dubai Central Laboratory, Dubai Civil Defence, the Dubai Electricity and Water Authority, the Roads and Transport Authority, Trakhees and the Dubai Development Authority.

“Authorised Representative” means a person named in the Order Data Sheet, or subsequently notified in writing by the VSBI Procurement Department, as authorised to bind the Buyer in respect of price, time or scope.

“Blanket Order” means an Order under which the Buyer may issue call-offs against agreed rates, specifications and terms over a stated period, without commitment to any minimum quantity or value unless expressly stated.

“Buyer” or “VSBI” means VSB International Contracting LLC, and any of its subsidiaries or Affiliates named on the Order, together with its authorised representatives.

“Client” means the employer, developer or owner for whom the Project is being executed.

“Conditions” means these Purchase Order and Work Order Terms and Conditions.

“Consultant” means the engineer, architect, supervision consultant or other professional appointed by the Client in respect of the Project.

“Contract” means the Order, the Order Data Sheet, these Conditions, the Specification, the approved material submittals, the drawings, the schedules, the Project requirements, any written amendment issued by an Authorised Representative, and the Seller's quotation only to the extent expressly incorporated by the Buyer.

“Defect” means any failure of the Goods or Services to comply with the Contract, including any deficiency in design, materials, workmanship, performance, documentation or regulatory conformity, whether patent or latent.

“Delivery Address” means the project site, warehouse, laydown area or other location specified in the Order or subsequently notified by the Buyer.

“Goods” means all materials, products, plant, equipment, machinery, components, assemblies, spare parts, consumables, software, firmware and documents described in the Order.

“Order” means a Purchase Order, Work Order, Blanket Order, call-off, letter of intent, subcontract or other written instruction issued by the Buyer and incorporating these Conditions. References to a Purchase Order or a Work Order are references to an Order.

“Order Data Sheet” means the schedule at Annex A, completed and issued with each Order, recording the commercial variables applicable to that Order.

“Order Value” means the total amount stated in the Order, exclusive of Value Added Tax, as adjusted in accordance with the Contract.

“Project” means the project, works or site identified in the Order for which the Goods or Services are procured.

“Seller” means the supplier, vendor, manufacturer, service provider or subcontractor named on the Order, or the person or entity to which the Order is addressed.

“Services” means all services, subcontract works, installation, erection, testing, commissioning, supervision, training, design, design assistance, maintenance and other obligations described in the Order.

“Specification” means the drawings, approved material submittals, samples, mock-ups, technical data, datasheets, bills of quantities, method statements, manufacturer's recommendations, project specifications, employer's requirements and instructions issued by the Buyer, the Consultant, the Client or any Authority.

“Taking-Over” means the taking-over, handover or practical completion of the Works or the relevant section, evidenced by the certificate issued under the Buyer's contract with the Client.

“VAT” means value added tax imposed under Federal Decree-Law No. 8 of 2017 as amended, including by Federal Decree-Law No. 16 of 2025.

“Works” means the works executed by the Buyer under its contract with the Client for the Project.

1.2 Interpretation. The singular includes the plural and the reverse. Headings are for convenience only. References to legislation include that legislation as amended, replaced or re-enacted, together with any subordinate legislation made under it. "Including" and "in particular" are without limitation. A day is a calendar day and a working day is a day other than Friday, Saturday or a public holiday in the Emirate of Dubai. Periods expressed in months are Gregorian months. All amounts are in United Arab Emirates Dirhams unless stated otherwise.

1.3 The legislation cited in these Conditions is listed in Annex C. Where an instrument cited is amended or replaced, the reference is to the amending or replacing instrument, and neither party may rely on the citation of a superseded instrument to avoid an obligation.

2. APPLICATION AND FORMATION OF THE ORDER

2.1 These Conditions apply to, and form an integral part of, every Order issued by the Buyer, whether for the supply of Goods, the performance of Services, subcontract works or any combination of them. They apply equally to a Blanket Order and to every call-off made under it.

2.2 An Order is an offer by the Buyer to purchase Goods or to procure Services on these Conditions, together with the drawings, specifications, schedules, locations, exhibits and other documents referred to in it.

2.3 No term contained in or referred to by the Seller's quotation, order acknowledgement, invoice, delivery note, packing list, gate pass, terms of sale, website or catalogue forms part of the Contract, whether or not the Buyer has received it, signed it, or failed to object to it.

2.4 The Seller shall acknowledge each Order by returning it signed and stamped by an authorised signatory to the VSBI Procurement Department, by email to the address stated in the Order Data Sheet, within three working days of receipt.

2.5 The Contract is formed on the earlier of:

(a) receipt by the Buyer of the Order signed and stamped by the Seller; and

(b) the Seller commencing manufacture, procurement, delivery or performance, or accepting any payment under the Order, which the Seller agrees constitutes acceptance of the Order and of these Conditions by conduct.

2.6 If the Seller neither acknowledges the Order under Clause 2.4 nor commences performance within ten working days of receipt, the Buyer may withdraw the Order by written notice without liability, and may procure the Goods or Services elsewhere.

2.7 The Buyer's silence or failure to respond to any communication from the Seller does not constitute acceptance, approval, waiver or agreement of any kind.

2.8 No handwritten, typed, stamped or electronically inserted addition, deletion, qualification, reservation or annotation made by the Seller to any Order, delivery note, inspection record, acknowledgement, gate pass or other document of the Buyer has contractual effect unless separately initialled and dated by an Authorised Representative. The Seller shall not affix to any document of the Buyer a stamp bearing terms of trading, and any such stamp is of no effect.

2.9 A gate entry, security stamp, delivery note signature, receipt of a packing list or acknowledgement of physical receipt evidences the arrival of a consignment only. It is not an inspection, an approval, an acceptance of quantity or quality, or an admission that the Goods comply with the Contract.

3. RIGHT TO NEGOTIATE AND FAIR DEALING

3.1 Nothing in these Conditions or in any Order prevents a Seller from seeking, before acceptance, a relaxation of or amendment to any term, including the payment terms. The Buyer will consider in good faith any amendment properly proposed in writing before acceptance.

3.2 These Conditions are provided to the Seller before the Seller is required to accept an Order, and the Seller is given a reasonable opportunity to review them, to obtain independent advice and to propose amendments.

3.3 Any amendment agreed under Clause 3.1 shall be recorded in the Order Data Sheet under the heading "Agreed Departures from the Standard Conditions" and signed by an Authorised Representative. An amendment not so recorded has no effect.

3.4 The Buyer shall exercise every discretion, approval, determination, deduction and election conferred on it by the Contract reasonably, in good faith, and with regard to the legitimate interests of the Seller.

3.5 By accepting an Order the Seller confirms that it has read and understood these Conditions, that it has had the opportunity to propose amendments under Clause 3.1, and that it enters into the Contract freely and on an informed basis.

4. PRIORITY OF DOCUMENTS AND AUTHORITY

4.1 In the event of ambiguity, discrepancy or conflict the following order of precedence applies, the earlier prevailing over the later:

(a) special conditions and agreed departures recorded in the Order Data Sheet;

(b) the Order and commercial clarifications approved in writing by an Authorised Representative;

(c) approved material submittals and Project specifications;

(d) drawings, schedules and bills of quantities;

(e) these Conditions;

(f) the Specification not otherwise listed above; and

(g) the Seller's quotation, only to the extent expressly incorporated by the Buyer.

4.2 Where a conflict is discovered the Seller shall notify the Buyer in writing before proceeding with the affected supply or work. If the Seller proceeds without notifying, it does so at its own risk and cost.

4.3 Only an Authorised Representative may issue an instruction affecting price, time or scope. No engineer, foreman, storekeeper, security officer, site engineer or other person on site has authority to instruct a variation, approve an additional cost, waive a requirement, extend a delivery date or accept non-conforming Goods.

4.4 The Seller shall satisfy itself of the identity and authority of any person purporting to instruct it, and shall not act on any instruction not confirmed in writing by an Authorised Representative.

PART B — PRICE, TAXATION, PAYMENT AND SECURITY

5. ORDER VALUE

5.1 The Order Value is firm, fixed and not subject to escalation, rise and fall, or currency or index variation, unless an escalation formula is expressly stated in the Order Data Sheet.

5.2 The Order Value is inclusive of everything necessary for complete and satisfactory performance, including:

(a) manufacture, procurement, supply and sourcing of the Goods;

(b) preservation, packaging, protection, marking, loading, transport, insurance in transit, unloading, offloading, handling and delivery to the Delivery Address;

(c) customs clearance, import duties, port and terminal charges, permits, approvals, no-objection certificates and documentation, save as expressly excluded in the Order Data Sheet;

(d) testing, inspection, third-party certification, conformity assessment, certificates and samples, including all fees payable to certification and testing bodies;

(e) shop drawings, calculations, technical submissions, datasheets, operation and maintenance manuals and as-built documentation;

(f) installation, erection, supervision, testing, commissioning, performance demonstration and training where applicable;

(g) all insurances required by Clause 30 and all statutory obligations in respect of the Seller's personnel;

(h) labour, tools, plant, access equipment, scaffolding, lifting appliances, power, consumables and temporary works;

(i) waste segregation, removal of packaging and debris and housekeeping of the Seller's working areas;

(j) all warranty, defect rectification, replacement and spare parts obligations; and

(k) all other matters reasonably necessary to meet the requirements of the Contract.

5.3 No insurance premium, freight, transport, handling or delivery charge is payable in addition to the Order Value unless it is separately itemised and expressly accepted in the Order.

5.4 No increase in the Order Value is payable by reason of any change in labour rates, transport, freight, exchange rates, fuel, raw material or commodity prices, customs duties, taxes other than VAT, market conditions, sanctions, shipping disruption, supply chain conditions or any other cost, unless approved in writing by an Authorised Representative before the relevant expenditure is incurred.

5.5 The Seller confirms that it has satisfied itself as to the sufficiency of the Order Value, the availability of the Goods, the conditions at the Delivery Address and the requirements of Applicable Law, and has priced accordingly.

5.6 Clause 5.4 does not exclude the operation of any mandatory provision of the Civil Transactions Law relating to exceptional and unforeseeable circumstances. The parties' agreed mechanism for such circumstances is at Clause 38.7.

6. TAXATION, INVOICING AND ELECTRONIC INVOICING

6.1 The Order Value is exclusive of VAT. VAT shall be shown separately and is payable only where legally due and correctly charged.

6.2 The Seller warrants that it is registered for VAT where required, that its Tax Registration Number stated in the Order Data Sheet is valid and subsisting, and that it will notify the Buyer within five working days of any change to or cancellation of that registration. The Buyer may verify the Tax Registration

Number with the Federal Tax Authority before payment and may withhold payment pending verification.

6.3 Every invoice must be a valid tax invoice complying with the VAT legislation and its Executive Regulations, issued within 14 days of the date of supply, and stating: the words "Tax Invoice", the Seller's legal name, address and Tax Registration Number, the Buyer's legal name, address and Tax Registration Number, a sequential unique invoice number, the invoice date and the date of supply, the Order number and item numbers, a description, size, quantity and unit price for each line, the extended total for each line, the rate and amount of VAT for each line expressed in Dirhams, and the gross amount payable.

6.4 Where the supply is subject to the reverse charge mechanism the Seller shall not charge UAE VAT, shall state on the invoice that the recipient accounts for VAT under the reverse charge, and shall deliver the commercial invoice together with all import, customs and shipping documentation the Buyer requires. The Seller acknowledges that the Buyer is no longer permitted to raise a self-issued invoice in place of the Seller's documentation.

6.5 Electronic invoicing. The Seller shall, by the deadline applicable to it under the UAE electronic invoicing legislation:

(a) appoint an Accredited Service Provider from the list published by the Ministry of Finance and notify the Buyer of its identity and connection date;

(b) issue every invoice, credit note and debit note under the Contract in the mandated structured electronic format through that Accredited Service Provider;

(c) issue a credit note for every cancellation, reduction, refund or corrected invoice; and

(d) retain its electronic invoice records within the United Arab Emirates for the period required by Applicable Law.

6.6 The Seller acknowledges that once the mandate applies to it a portable document format or paper invoice will not entitle the Buyer to recover input tax. Failure to be capable of issuing compliant electronic invoices by the applicable deadline is a material breach entitling the Buyer to suspend payment and to terminate under Clause 37.

6.7 The Seller shall conduct reasonable due diligence on its own suppliers and shall not knowingly participate in or facilitate any arrangement involving tax evasion or the non-payment of VAT anywhere in the supply chain. The Seller shall indemnify the Buyer against any input tax denied to or recovered from the Buyer, and any associated penalty and interest, arising from the Seller's breach of this Clause 6 or from evasion in the Seller's supply chain.

6.8 No withholding is applied to payments under the Contract in respect of UAE corporate tax on domestic supplies. Where a withholding is required by Applicable Law in respect of a cross-border payment, the Buyer may withhold and the amount withheld is treated as paid to the Seller.

6.9 Where the Seller is a related party or connected person of the Buyer for corporate tax purposes, the Seller shall transact on arm's length terms and shall provide such benchmarking and supporting information as the Buyer reasonably requires for its transfer pricing documentation and disclosures.

7. ADVANCE PAYMENT AND PAYMENT SECURITY

7.1 No advance payment is due unless expressly stated in the Order Data Sheet.

7.2 Where an advance payment is approved the Buyer may require an unconditional and irrevocable advance payment guarantee complying with Clause 12, for an amount equal to the advance payment inclusive of VAT.

7.3 No advance payment shall be released until each of the following is satisfied:

(a) the Order has been signed and returned;

(b) the required guarantees and insurance certificates have been delivered and verified;

(c) material submittals have been approved by the Consultant or the Client where approval is required;

(d) a procurement and manufacturing schedule consistent with the required delivery dates has been submitted and accepted;

(e) the Seller has produced satisfactory evidence that it has placed firm and irrevocable orders with the manufacturer or upstream supplier for the relevant Goods, identifying quantities, specification and delivery dates; and

(f) where Clause 8 applies, the Buyer's interest in the pre-paid material has been registered in accordance with Clause 8.5.

7.4 Alternative payment routes. Instead of paying an advance to the Seller the Buyer may at its election:

(a) pay the manufacturer or upstream supplier directly against the Seller's irrevocable payment instruction;

(b) issue a payment instrument directly to the manufacturer or upstream supplier;

(c) make payment jointly to the Seller and the manufacturer; or

(d) release the advance in tranches against documentary evidence that each tranche has been applied solely to the Order.

7.5 Any payment made under Clause 7.4 discharges the Buyer's payment obligation to the Seller to the extent of the amount paid, and the Seller shall procure that the recipient acknowledges receipt on that basis. The Seller shall procure from the manufacturer or upstream supplier a written acknowledgement, in a form acceptable to the Buyer, confirming allocation of the material to the Order and the Buyer's rights under Clause 8.

7.6 The Seller shall apply every advance payment solely to the procurement, manufacture and delivery of the Goods under the relevant Order, shall not apply it to any other project, order or obligation, and shall on request produce accounting records evidencing its application.

7.7 The advance payment shall be recovered by proportionate deduction from each subsequent payment at the rate stated in the Order Data Sheet, so as to be fully recovered by the point stated. Any unrecovered balance becomes immediately repayable on termination or suspension for the Seller's default.

8. MATERIAL PAID FOR IN ADVANCE — VESTING, CUSTODY AND REGISTRATION

8.1 Title to any Goods or material paid for by the Buyer, whether directly to the Seller or under Clause 7.4, vests absolutely in the Buyer upon payment, whether or not the Goods have been delivered and whether or not they are complete.

8.2 While such Goods remain at the premises of the Seller, the manufacturer or any third party, the Seller shall procure that they are:

(a) physically segregated from all other stock and clearly and durably marked "PROPERTY OF VSB INTERNATIONAL CONTRACTING LLC — Order No. [ ] — [Project]";

(b) separately recorded in the stock records of the holder as the Buyer's property and not as the holder's stock;

(c) stored in conditions appropriate to their nature and protected against loss, theft, deterioration, corrosion and damage;

(d) insured in the joint names of the Buyer and the Seller for full replacement value, with the Buyer named as loss payee;

(e) free from any lien, pledge, charge, retention of title, right of set-off or other encumbrance in favour of the holder or any third party; and

(f) available for inspection, verification, tagging, photography and immediate collection by the Buyer on reasonable notice.

8.3 The Seller holds such Goods, and shall procure that any third party holds them, as bailee for the Buyer and as a fiduciary and not as owner. The Seller shall not sell, pledge, charge, transfer, substitute, consume, incorporate into other works, or use for any other project or customer, any Goods to which this Clause applies.

8.4 The Seller acknowledges that under UAE law a retention or reservation of title is effective only as between the parties to it, and that priority against third parties, including the Seller's creditors and any insolvency officeholder, is obtained by registration. The Seller irrevocably consents to, and shall cooperate fully and promptly with, registration of the Buyer's security interest in the pre-paid Goods on the UAE movables security register maintained under the federal law on securing rights in movables.

8.5 The Seller shall execute a written security agreement in the Buyer's standard form describing the collateral and the secured obligation, and shall provide all information and signatures required, so that registration is effected within seven working days of the Seller or the holder taking possession of the relevant Goods. Registration is a condition precedent to release of any further payment under the Order.

8.6 The Seller warrants that as at the date of each payment under this Clause the Goods are not subject to any registered or unregistered security interest in favour of a third party, and shall procure the release or subordination of any such interest at its own cost. The Buyer may search the movables register at any time and may withhold payment pending a satisfactory search result.

8.7 On the occurrence of any event entitling the Buyer to terminate under Clause 37, or on the Seller's insolvency, the Buyer may enter any premises where the Goods are held, on reasonable notice where practicable and without notice where necessary to prevent loss, and remove them. The Seller shall procure that the occupier of the premises grants the Buyer that right in writing.

8.8 The Seller shall indemnify the Buyer against all loss arising from any failure to comply with this Clause 8, including the value of any pre-paid Goods that cannot be recovered.

9. INVOICING AND PAYMENT

9.1 The Seller shall submit invoices in accordance with the payment terms stated in the Order Data Sheet and in the manner required by Clause 6, to the billing address stated in the Order. A separate invoice shall be rendered for each Order and, where partial delivery has been approved, for each approved delivery milestone.

9.2 Each invoice must be accompanied by:

(a) the Order number, item numbers and Project name;

(b) delivery notes signed by an Authorised Representative, or a service completion record signed by an Authorised Representative;

(c) the approved inspection request or inspection release note where applicable;

(d) the approved measured or delivered quantities;

(e) manufacturer's certificates, test certificates, mill certificates and conformity certificates required by Clause 20 and Annex B;

(f) evidence of compliance with the Wage Protection System for the immediately preceding month, where the Order includes Services performed by the Seller's personnel; and

(g) any other supporting document listed in Annex B or reasonably requested by the Buyer.

9.3 Submission of an invoice is not an approval or acceptance of the Goods or Services, of the quantities, or of the amount claimed. Payment of an invoice is not an acceptance of the Goods or Services, does not waive any Defect whether patent or latent, and does not release the Seller from any obligation. Payment remains subject to adjustment for shortages, Defects and any other failure of the Seller to meet the requirements of the Contract.

9.4 The payment period stated in the Order Data Sheet begins on the date the Buyer receives a complete and correct invoice with all supporting documents. The Buyer shall notify the Seller within ten working days of receipt of any deficiency in an invoice or its supporting documents, failing which the invoice is treated as complete on the eleventh working day for the purpose of starting the payment period. Notification of a deficiency does not oblige the Buyer to pay any part of the invoice that remains unsupported.

9.5 Errors or omissions in an invoice, or delay in the receipt of an invoice, entitle the Buyer to withhold payment of the affected amount without penalty and without loss of any discount.

9.6 An invoice presented to the Buyer more than 12 months after delivery of the relevant Goods or performance of the relevant Services is out of time, and the Buyer is under no obligation to pay it.

9.7 Except as otherwise provided, payment for Goods or Services is made only after arrival of the Goods at the Delivery Address or completion of the Services, after the Buyer's inspection and acceptance, and after receipt of a correct and complete invoice. Final payment is made only after the Seller has complied with all of its obligations under the Contract.

9.8 Payment method. Payment shall be made by bank transfer to the Seller's account stated in the Order Data Sheet unless the Order Data Sheet expressly provides for payment by cheque.

9.9 Where the Order Data Sheet provides for payment by cheque:

(a) a cheque shall be issued only against Goods actually delivered, inspected and accepted, or Services actually performed and certified, and shall not be issued in advance of performance or as security for the Order Value or any part of it;

(b) cheques shall be issued in tranches corresponding to certified value and shall not in aggregate exceed the certified value less all retention, deductions and back-charges then applicable;

(c) the Seller shall not present, negotiate, discount, endorse, assign or transfer any cheque before its stated date, and shall not use any cheque as collateral or security for any obligation owed to a third party;

(d) the Seller acknowledges that each cheque is a payment instrument issued on account of a specific certified entitlement, is not an independent debt instrument, and that presentation of a cheque neither releases the Seller from any obligation nor waives any right of the Buyer under Clause 11;

(e) the Seller shall return to the Buyer, uncashed and within five working days of demand, any cheque relating to Goods or Services subsequently rejected, or to an Order terminated for the Seller's default; and

(f) breach of this Clause 9.9 is a material breach and the Seller shall indemnify the Buyer against all loss, cost and expense arising from it.

9.10 Conditional payment. Where the Order Data Sheet expressly provides that payment of a stated element is conditional on the Buyer's receipt of the corresponding payment from the Client:

(a) the Buyer shall include the relevant amount in its next application for payment, shall pursue certification and payment diligently and in good faith, and shall keep the Seller informed;

(b) the Buyer shall pay the Seller within the period stated in the Order Data Sheet after receipt of the corresponding payment; and

(c) in any event the amount becomes due and payable in full on the long-stop date stated in the Order Data Sheet, being not later than 150 days from the date of the Seller's compliant invoice, whether or not the Buyer has been paid by the Client.

9.11 Interest. Where the Buyer fails to pay an undisputed amount by its due date, the Seller's sole financial remedy is interest at the rate stated in the Order Data Sheet, not exceeding the maximum rate permitted by the Commercial Transactions Law. Interest shall not be compounded and shall not be capitalised.

9.12 The Seller may not suspend or reduce supply or performance on account of an amount it considers due unless it has given the Buyer 14 days' written notice specifying the amount and the basis of the claim, and the Buyer has failed within that period either to pay or to notify the Seller in writing of the grounds on which it disputes the amount. Where the Buyer notifies grounds in good faith the Seller shall continue to perform and the dispute shall be resolved under Clause 47.

10. RETENTION

10.1 Unless the Order Data Sheet states otherwise the Buyer shall retain five per cent of the value of each certified payment.

10.2 Retention shall be released within 30 days after the later of:

(a) 12 months from delivery and acceptance of the last consignment of Goods;

(b) 12 months from completion of installation, testing and commissioning where the Order includes Services;

(c) 12 months from Taking-Over of the Works or the relevant section, where the Order Data Sheet so states; and

(d) the date on which all Defects notified during that period have been rectified and accepted.

10.3 Release is conditional on completion of all of the Seller's obligations, rectification of all notified Defects, submission of all warranties, guarantees, manuals, as-built documents, certificates and spare parts required by the Contract, and settlement or determination of all back-charges and claims properly notified under Clause 11.

10.4 Where the Order Data Sheet links release of retention to the Buyer's receipt of the corresponding release from the Client, that linkage is subject to Clause 9.10(c), and in any event retention shall be released not later than 24 months from the date on which the condition in Clause 10.2 was first satisfied.

10.5 The Buyer may accept, at the Seller's request, an unconditional retention guarantee complying with Clause 12 in place of cash retention, in which case retention deducted shall be released against delivery of the guarantee.

11. DEDUCTION, SET-OFF AND BACK-CHARGES

11.1 The Buyer may withhold, deduct or set off from any amount due to the Seller:

(a) retention under Clause 10;

(b) the value of rejected, defective, damaged, short-delivered or non-conforming Goods, and of any portion of an invoice in dispute;

(c) delay damages under Clause 14 and other losses arising from delay;

(d) back-charges under Clause 11.4;

(e) the cost of rectification, replacement, re-performance or completion by others;

(f) fines, penalties and charges levied by any Authority and attributable to the Seller;

(g) recovery of any advance payment; and

(h) any other amount for which the Seller is liable to the Buyer, whether liquidated or unliquidated, ascertained or contingent, and whether or not disputed.

11.2 Cross-contract set-off. The Buyer may set off any amount owed by the Seller to the Buyer under the Contract, under any other Order, contract, subcontract or account between them, or under any other dealing between them, against any amount owed by the Buyer to the Seller under any of them. The parties expressly agree that this right applies notwithstanding that the mutual obligations are not of the same kind, description, maturity, force or weakness, and notwithstanding that either amount is unliquidated or disputed, and each party waives to the fullest extent permitted by Applicable Law any condition of legal set-off that would otherwise prevent it.

11.3 Set-off against amounts owed to or by an Affiliate of the Seller applies only where that Affiliate has acceded in writing to this Clause 11 in the form set out in the Order Data Sheet.

11.4 Back-charges. The Buyer may back-charge the Seller with the cost, including reasonable overhead and supervision at the percentages stated in the Order Data Sheet, of:

(a) defective, incomplete, short or delayed supply;

(b) damage caused by the Seller or its personnel to the Works, the Project, the site, plant, equipment or the property of any other party;

(c) cleaning, waste segregation and removal, and housekeeping not performed by the Seller;

(d) rectification, completion or re-performance undertaken by the Buyer or by others;

(e) additional supervision, access equipment, cranage, labour, standby time and site facilities made necessary by the Seller's default;

(f) safety violations, including fines, stop-work costs and remedial measures;

(g) failure to provide required documents, certificates or submittals within the period required;

(h) re-inspection, re-testing and third-party inspection following a failed inspection or test; and

(i) any other breach of the Contract.

11.5 The Buyer shall notify each back-charge in writing with a breakdown of the cost and the factual basis. The Seller may object in writing with supporting evidence within 14 days of the notice. If the Seller does not object within that period the back-charge may be deducted from the next payment, without prejudice to the Seller's right to raise the matter as a dispute under Clause 47 within the period permitted by Applicable Law.

11.6 The exercise of any right under this Clause is without prejudice to any other right or remedy of the Buyer.

12. GUARANTEES AND SECURITIES

12.1 The Seller shall provide the guarantees stated in the Order Data Sheet, which may include an advance payment guarantee, a performance guarantee and a retention guarantee.

12.2 Every guarantee shall:

(a) be issued by a bank licensed by the Central Bank of the United Arab Emirates and acceptable to the Buyer;

(b) be unconditional, irrevocable and payable on the Buyer's first written demand, without proof or condition, without reference to the Seller, and without the bank being entitled to enquire into the underlying transaction;

(c) be in the Buyer's standard form, governed by UAE law, with the Courts of Dubai having jurisdiction;

(d) state a fixed expiry date not earlier than the date stated in the Order Data Sheet; and

(e) contain an extend-or-pay provision entitling the Buyer to demand payment of the full amount if the guarantee is not extended at least 28 days before expiry.

12.3 The Seller shall maintain each guarantee in force and shall procure its extension on request until the obligations it secures are discharged in full. If a guarantee is not extended when required the Buyer may call it in full and hold the proceeds as cash security.

12.4 Where required by the Order Data Sheet the Seller shall procure a parent company guarantee from its ultimate holding company, in the Buyer's standard form, guaranteeing due performance of all of the Seller's obligations including those under Clauses 24 and 25.

12.5 To the fullest extent permitted by Applicable Law the Seller and any guarantor waive any right of discharge arising from the Buyer's failure to make demand within any period prescribed by law, and any right of discharge arising from any variation, indulgence, compromise, release or time granted by the Buyer.

PART C — DELIVERY, TIME, TITLE AND CHANGE

13. DELIVERY AND PROGRAMME

13.1 Time is of the essence of the Contract in relation to delivery and completion.

13.2 The Seller shall deliver the Goods and perform the Services strictly in accordance with the dates, sequence, phasing and programme stated in the Order and the Order Data Sheet.

13.3 The Seller shall notify the Buyer in writing within two working days of becoming aware of any actual or likely delay, stating the cause, the Goods or Services affected, the expected duration, the effect on the delivery dates and the recovery measures proposed, and shall provide a written update every seven days until the delay is resolved. Where the Seller proposes revised dates those dates take effect only if approved in writing by an Authorised Representative.

13.4 Notification of delay does not relieve the Seller of any obligation and does not of itself entitle the Seller to any extension of time or additional payment.

13.5 The Buyer may postpone or reschedule delivery by up to 28 days by written notice without additional cost. Where the Buyer postpones delivery beyond 28 days for reasons not attributable to the Seller, the Buyer shall reimburse the Seller's reasonable, documented and unavoidable direct storage, preservation and insurance costs for the excess period, subject to the Seller mitigating those costs.

13.6 The Seller shall not deliver Goods before the agreed date or in advance of an agreed delivery window without the Buyer's written approval. Goods delivered early may be refused, or accepted and stored at the Seller's risk and cost at the Buyer's election, and payment falls due as if delivery had occurred on the agreed date.

13.7 Partial delivery is not permitted unless approved in writing. Where partial delivery is approved, invoicing and payment follow the delivery milestones stated in the Order Data Sheet.

13.8 Goods delivered in excess of the quantity ordered are held at the Seller's risk and may be returned at the Seller's expense. Where the Buyer returns any Goods, the Seller's account shall be debited with the full amount invoiced together with freight, handling and any tax applicable.

13.9 Deliveries shall be made only during the delivery hours and in accordance with the site access, permit, escort, gate pass and RTA route and load requirements notified by the Buyer. The Seller is responsible for obtaining all transport, over-dimensional load and route permits.

13.10 If the Seller fails to meet a required delivery or completion date the Buyer may, without prejudice to any other right:

(a) require the Seller to submit and implement, at its own cost, an accelerated recovery programme;

(b) require the Seller to expedite by air freight or other expedited means at the Seller's cost;

(c) procure replacement Goods or Services from another source, in whole or in part;

(d) deduct all additional costs so incurred from amounts due to the Seller;

(e) cancel all or part of the Order under Clause 37; and

(f) recover all losses, expenses and damages arising from the delay, subject to Clause 14.

14. DELAY DAMAGES

14.1 Where the Order Data Sheet states a rate of delay damages the Seller shall pay delay damages at that rate for each day or part day by which delivery or completion is late, up to the cap stated in the Order Data Sheet.

14.2 The parties record that the rate stated in the Order Data Sheet has been agreed at the time of contracting as a genuine pre-estimate of the loss the Buyer would suffer from late delivery, calculated by reference to the delay damages payable by the Buyer under its contract with the Client, prolongation of site establishment and preliminaries, standby of labour and plant, and the cost of acceleration and disruption. The basis of the calculation shall be recorded in the Order Data Sheet and retained by the Buyer.

14.3 The Seller acknowledges that losses of the kind described in Clause 14.2, including delay damages levied on the Buyer by the Client and the Buyer's prolongation and disruption costs, are within the contemplation of the parties and are recoverable as direct loss.

14.4 Delay damages may be deducted under Clause 11 without further notice. Payment or deduction of delay damages does not relieve the Seller of its obligation to complete delivery or performance.

14.5 Subject to Clauses 14.6 and 14.7, delay damages are the Buyer's sole financial remedy for delay up to the cap stated in the Order Data Sheet.

14.6 Where delay exceeds the period corresponding to the cap the Buyer may terminate under Clause 37 and recover all costs of replacement, procurement, acceleration and completion under Clause 37.6, in addition to delay damages accrued to the date of termination.

14.7 The cap in Clause 14.1 does not apply where the delay results from the Seller's fraud or gross fault.

14.8 The parties acknowledge that the court retains a power under the Civil Transactions Law to adjust agreed compensation so as to reflect the loss actually suffered, and that this power cannot be excluded by agreement. Nothing in this Clause purports to exclude it.

15. PACKING, MARKING, TRANSPORT AND DELIVERY DOCUMENTATION

15.1 The Seller shall preserve, package, handle and pack the Goods so as to protect them from loss or damage, to a standard appropriate to the mode of transport, the duration of transit and storage, and the climatic conditions of the United Arab Emirates, including protection against heat, humidity, salt-laden air, sand, ultraviolet degradation, corrosion, impact and water ingress.

15.2 Each package shall be legibly and durably marked with the Order number, Project name, item and line number, description, gross and net weight, dimensions, lifting and slinging points, centre of gravity for heavy items, handling and storage instructions, and country of origin.

15.3 Each delivery shall be accompanied by a delivery note and packing list stating the Order number, Project name, description and quantity of each item, batch, heat, serial or model numbers, country of origin and manufacturer, and the certificates listed in Annex B applicable to that consignment. All related documents, packages and shipping papers must bear the Order number.

15.4 Where applicable the Seller shall make available on request the bill of lading, certificate of origin and insurance certificate, and shall forward shipping notices with the relevant invoice.

15.5 Goods shall not be delivered without the certificates required by Clause 20 and Annex B. The Buyer may refuse a consignment presented without its certificates and any resulting delay is the Seller's responsibility.

15.6 The Seller is responsible for the Goods, and for all loss of and damage to them, until they have been delivered to the Delivery Address, offloaded, inspected and accepted. Offloading is the Seller's responsibility unless the Order Data Sheet states otherwise.

15.7 All packaging, dunnage, pallets and protective material are included in the Order Value and shall be removed from site by the Seller on request. Packaging waste shall be segregated in accordance with the Project waste management plan.

16. TITLE AND RISK

16.1 Risk in the Goods remains with the Seller until the Goods have been delivered to the Delivery Address, offloaded, inspected and accepted by the Buyer, and returns to the Seller in respect of any Goods rejected under Clause 22. Any loss of or damage to the Goods before the passing of title is for the account and risk of the Seller.

16.2 Title to the Goods passes to the Buyer free of all encumbrances on the earliest of:

(a) payment by the Buyer of any part of the price attributable to those Goods;

(b) delivery to the Delivery Address; and

(c) identification and allocation of the Goods to the Order.

16.3 Where title passes before delivery, Clause 8 applies and the Buyer's interest shall be registered in accordance with Clause 8.5.

16.4 No retention or reservation of title by the Seller, the manufacturer or any upstream supplier is effective against the Buyer, and the Seller shall procure the release of any such reservation in respect of Goods paid for by the Buyer.

16.5 The passing of title is not an acceptance of the Goods and does not relieve the Seller of responsibility for loss, damage, Defects, non-conformity or documentation.

17. AMENDMENTS TO SCOPE AND VARIATIONS

17.1 The Buyer may at any time before delivery, by written instruction issued by an Authorised Representative, make changes within the general scope of the Order, including to drawings, designs, quantity, specification, packaging, documentation, time and place of delivery, method of transport, sequence or method of performance, or scope of Services.

17.2 The Seller shall not implement any change unless instructed in writing by an Authorised Representative.

17.3 Where a change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment shall be agreed between the parties and the Order shall be modified in writing accordingly and signed by an Authorised Representative of the VSBI Procurement Department.

17.4 The Seller shall submit its quotation for a change within three working days of the instruction, supported by a detailed breakdown of quantities, rates, labour, plant and materials, and by any time impact with supporting programme analysis. If the Seller does not submit a quotation within that period the Buyer may value the change under Clause 17.6 and that valuation is binding for interim payment purposes.

17.5 Where the Seller considers that an instruction, drawing revision, submittal comment or other communication constitutes a change, it shall notify the Buyer in writing within five working days and before implementing it. If the Seller implements the instruction without giving that notice it is treated as having accepted that the instruction carries no additional cost and no additional time.

17.6 Changes shall be valued:

(a) at the rates and prices in the Order where the work is of a similar character and executed under similar conditions;

(b) at rates derived pro rata from the Order rates where the work is of a similar character but executed under different conditions;

(c) at rates agreed on the basis of a build-up of material, labour, plant, overhead and profit at the percentages stated in the Order Data Sheet; or

(d) failing agreement, at reasonable market rates determined by the Buyer acting reasonably and in good faith, the Seller retaining its right to dispute the determination under Clause 47.

17.7 An omission instructed as a change does not entitle the Seller to loss of profit on the omitted work, save where the omitted work is transferred to another supplier.

17.8 Nothing in this Clause relieves or excuses the Seller from proceeding without delay in performing the Order as amended.

18. SUSPENSION

18.1 The Buyer may suspend all or part of the Order by written notice stating the extent and expected duration of the suspension.

18.2 During suspension the Seller shall protect, preserve, secure and insure all Goods, materials and work in progress, and shall take all reasonable steps to minimise the cost of the suspension.

18.3 Where a suspension not caused by the Seller's breach continues for more than 28 days the Seller is entitled to its reasonable, documented and unavoidable direct costs of storage, preservation and insurance for the excess period, and to a corresponding extension of the delivery dates. The Seller is not entitled to loss of profit, overhead recovery or standby costs.

18.4 No cost or time is payable in respect of a suspension caused by the Seller's breach, delay, defective work, non-compliance or failure to obtain any certificate or approval.

18.5 Where a suspension not caused by the Seller's breach continues for more than 90 days either party may terminate the affected part of the Order by written notice, and Clause 37.7 applies.

PART D — QUALITY, CONFORMITY AND WARRANTY

19. QUALITY AND FITNESS

19.1 All Goods shall be new, unused, of current production, of first-class quality and free from Defects in design, materials and workmanship. Reconditioned, refurbished, remanufactured, ex-demonstration, surplus, grey-market and end-of-line Goods are not acceptable unless expressly approved in writing.

19.2 All Goods and Services shall:

(a) comply with the Order, the Specification and the approved material submittals;

(b) be fit for the purpose made known to the Seller, whether expressly or by implication from the Specification and the nature of the Project;

(c) be produced or performed in compliance with all Applicable Law and with the requirements of every relevant Authority;

(d) comply with the standards stated in the Order Data Sheet and, in their absence, with the relevant British Standard, BS EN standard or equivalent internationally recognised standard;

(e) match approved samples, mock-ups, prototypes and manufacturer's published data; and

(f) achieve any stated performance, capacity, efficiency, output, durability or design life.

19.3 The Seller shall not substitute or change the manufacturer, country of origin, place of manufacture, model, grade, specification, formulation or material of any Goods without the Buyer's prior written approval, which may be refused where the change would require re-approval by the Consultant, the Client or any Authority.

19.4 Approval of a submittal, sample, mock-up, shop drawing or calculation by the Buyer, the Consultant, the Client or any Authority does not relieve the Seller of responsibility for compliance, fitness for purpose or performance.

19.5 The Seller shall ensure that every manufacturer, sub-supplier and subcontractor it engages complies with the Contract, and remains fully responsible for their acts and omissions.

19.6 The Seller shall notify the Buyer in writing immediately upon becoming aware of any error, deficiency or discrepancy in any material, drawing, specification, data or instruction provided by the Buyer, and of any other matter that may hinder or affect the proper execution of the Contract. If the Seller fails to give that notice it shall bear all consequences arising.

20. REGULATORY CONFORMITY AND PRODUCT APPROVALS

20.1 The Seller shall obtain, maintain and produce before delivery all conformity certificates, product approvals and registrations required by Applicable Law and by the Project, including as applicable:

(a) a valid certificate of conformity under the Emirates Conformity Assessment Scheme administered by the Ministry of Industry and Advanced Technology, for every Good falling within a regulated product category, supported by test reports from an accredited laboratory and a manufacturer's declaration of conformity;

(b) the Emirates Quality Mark where required by the Specification or by an Authority;

(c) Dubai Municipality and Dubai Central Laboratory product certification and material approval for the specific product and manufacturing plant, in particular for cement and cementitious materials, ready-mixed concrete, concrete blocks, steel reinforcement, glass and glazing, ceramic and stone tiles, and low-emitting paints, coatings, adhesives and sealants;

(d) a certificate of conformity issued following evaluation by the Emirates Safety Laboratory, and registration with Dubai Civil Defence, for every fire-rated or life-safety product, including fire-rated doors and assemblies, cladding and facade systems, roofing systems, fire-rated and preinsulated air duct systems, fire-resistant cables, fire detection and alarm devices and fire-stopping products, in accordance with the UAE Fire and Life Safety Code of Practice;

(e) compliance with the UAE restriction of hazardous substances scheme for all electrical and electronic equipment, supported by manufacturer's declarations and test reports on request; and

(f) any Trakhees, Dubai Development Authority, DEWA, RTA or other Authority approval identified in the Order Data Sheet.

20.2 The Seller warrants that the Goods:

(a) contain no asbestos in any form;

(b) contain no ozone-depleting substance the use of which is prohibited or restricted in the United Arab Emirates, and where a refrigerant is incorporated the Seller shall declare its type and global warming potential and shall not supply any phased-out refrigerant;

(c) where they are paints, coatings, adhesives, adhesive bonding primers, sealants or sealant primers, comply with the volatile organic compound limits and low-emitting material requirements of the Dubai green building system and are certified by the Dubai Central Laboratory or another source approved by Dubai Municipality; and

(d) contain no substance prohibited or restricted under the national list of banned and restricted chemicals.

20.3 The Seller shall notify the Buyer immediately if any certificate, approval or registration relating to the Goods is suspended, withdrawn, expires or is refused, or if the Seller is removed from any Authority's approved supplier or approved product list. Any such event is a material breach entitling the Buyer to reject undelivered Goods and to terminate under Clause 37.

20.4 The Seller warrants that the Goods are not subject to any registered commercial agency in the United Arab Emirates that would entitle any registered agent to block or restrict their importation, to claim commission on their importation, or to procure their detention by customs, and shall indemnify the Buyer against all loss arising from any such claim.

20.5 The Seller shall provide without additional cost all documentation the Buyer requires to obtain any Authority approval, inspection or certificate relating to the Works, including for civil defence, municipality and utility completion certification.

21. INSPECTION, TESTING AND EXPEDITING

21.1 All Goods and Services are subject to the Buyer's inspection and acceptance. The Buyer, its Client, the Consultant, any higher-tier contractor, any Authority and their representatives may inspect, test, witness and expedite the Goods and Services at all reasonable times and places, including during manufacture and before shipment, and including at the premises of the Seller, the manufacturer and any sub-supplier, whether within or outside the United Arab Emirates.

21.2 The Seller shall provide, and shall procure that its manufacturers and sub-suppliers provide, all information, facilities, access, assistance, records, calibration certificates, samples, testing equipment and personnel necessary for safe and convenient inspection and test, without additional charge.

21.3 Where the Order Data Sheet requires an inspection and test plan the Seller shall submit it for approval before manufacture, shall identify hold points, witness points and review points, and shall give the Buyer not less than ten working days' notice, or such other period as the Order Data Sheet states, before any hold or witness point. The Seller shall not proceed past a hold point without the Buyer's written release.

21.4 The Buyer's final inspection and acceptance shall be at the Delivery Address in accordance with the Buyer's procedures. Inspection, testing, witnessing, release, expediting or approval by any person does not relieve the Seller of liability for Defects or non-conformity and does not constitute acceptance.

21.5 The Buyer's failure to exercise its right to inspect does not relieve the Seller of its obligation to furnish all Goods and Services in strict conformity with the Contract.

21.6 Where Goods or Services fail an inspection or test the Seller shall bear all costs of:

(a) re-inspection and re-testing, including the time, travel and accommodation of the Buyer, the Consultant and any third-party inspector;

(b) replacement, rectification or re-performance;

(c) transportation, handling, storage and disposal;

(d) additional testing required by the Buyer, the Consultant, the Client or any Authority as a consequence of the failure; and

(e) disruption, standby, acceleration and delay at the Project caused by the failure.

22. REJECTION AND DEFECTIVE GOODS

22.1 The Buyer may reject any Goods or Services that:

(a) do not comply with the Contract in any respect;

(b) are damaged, defective, deteriorated, incomplete, short-delivered or over-delivered;

(c) are delivered late, early, or otherwise than in accordance with Clause 13;

(d) differ from approved samples, mock-ups or material submittals;

(e) are not accompanied by the certificates, approvals or documents required by Clause 20 and Annex B;

(f) have been substituted or changed in breach of Clause 19.3; or

(g) are otherwise unsuitable for their intended use in the Project.

22.2 All rejected Goods are held at the Seller's risk and expense. Where replacement, additional work or rework is required to make the Goods acceptable, payment is withheld until the Goods have been reworked and accepted.

22.3 Signature of a delivery note, receipt at the gate, storage on site, incorporation into the Works or payment does not limit the Buyer's right to reject Goods on subsequent inspection, on discovery of a latent Defect, or on rejection by the Consultant, the Client or any Authority.

22.4 The Seller shall remove rejected Goods from the Delivery Address within five working days of notice of rejection, or within 24 hours where the Goods are hazardous, obstructive, or present a safety, security or programme risk.

22.5 If the Seller does not remove rejected Goods within the applicable period the Buyer may return them to the Seller, store them, or dispose of them, in each case at the Seller's risk and cost, and may recover the cost under Clause 11.

22.6 The Seller shall repair, replace or re-perform rejected or defective Goods or Services within seven days of notice, or within such shorter period as the Buyer reasonably requires by reason of safety, the Project programme or the requirements of an Authority, the Buyer having regard to the nature of the Goods and to any manufacturing or shipping lead time.

22.7 Where the Seller fails to comply with Clause 22.6, or where the Defect presents an immediate risk to safety, to the Works or to the Project programme, the Buyer may rectify or replace the Goods or Services itself or through others, in the latter case without prior notice where the urgency requires, and all resulting costs are recoverable from the Seller under Clause 11.

22.8 The Buyer may, in place of rejection, accept non-conforming Goods subject to a reduction in the Order Value agreed between the parties or, failing agreement, determined by the Buyer acting reasonably having regard to the diminution in value, the cost of remedial or compensatory measures, and any consequence for the Buyer's obligations to the Client.

23. MATERIAL SUBMITTALS, SAMPLES AND MOCK-UPS

23.1 The Seller shall submit material submittals, technical data, samples, prototypes and mock-ups in the format, quantity and within the period stated in the Order Data Sheet, and shall allow in its programme for the review periods and for at least one cycle of resubmission.

23.2 The Seller shall not order, manufacture or deliver any Good requiring approval until the submittal has been approved by the Consultant or the Client where such approval is required.

23.3 Approved samples and mock-ups shall be retained on site or at a location notified by the Buyer for the duration of the Project and form the standard against which the Goods are assessed.

23.4 The Seller is responsible for all costs and delay arising from a rejected, incomplete or late submittal, or from a submittal that does not comply with the Specification.

24. WARRANTY AND DEFECTS LIABILITY

24.1 Unless the Order Data Sheet states a longer period the warranty period is 12 months from the later of:

(a) delivery and acceptance of the Goods;

(b) completion of installation, testing and commissioning;

(c) Taking-Over of the Works or the relevant section; and

(d) completion of rectification of the relevant Defect.

24.2 The Seller warrants that the Goods and Services will meet the requirements of the Contract, will be fit for purpose, will be free from Defects, will achieve the stated performance and design life, and will comply with manufacturer's and statutory requirements, throughout the warranty period.

24.3 The Seller shall at its own cost attend site within 48 hours of notice of a Defect, or within 24 hours where the Defect affects safety, life-safety systems, watertightness, structural integrity or the Client's operations, investigate the Defect and report its cause, and rectify it within the period stated in Clause 22.6.

24.4 The Seller's rectification obligation includes the cost of access, removal, dismantling, making good of finishes and adjacent works, re-testing, re-commissioning, re-inspection, re-certification by any Authority and disposal.

24.5 Repaired or replaced Goods carry a new warranty of 12 months from completion of the repair or replacement, or the unexpired balance of the original warranty period, whichever expires later.

24.6 The Seller shall assign to the Buyer, or to the Client where the Buyer directs, the full benefit of all manufacturer's and sub-supplier's warranties, without restriction, condition or reduction. Where a warranty is not assignable the Seller shall hold it for the benefit of the Buyer and shall enforce it at the Buyer's direction at no cost to the Buyer.

24.7 Where the same or a substantially similar Defect recurs in more than the percentage of supplied units stated in the Order Data Sheet, or recurs twice in the same unit, the Buyer may require the Seller to replace the entire supplied population of that item at the Seller's cost, or may reject the whole and recover the price paid together with all consequential costs.

24.8 Each obligation of the Seller to investigate and rectify a Defect constitutes a separate and independent obligation maturing on the date of the Buyer's written notice of that Defect, and the period of limitation applicable to that obligation runs from that date.

25. LONG-TERM LIABILITY FOR STRUCTURAL AND PERMANENT GOODS

25.1 This Clause applies where the Goods or Services form part of, are incorporated into, or affect the structure, stability, safety, watertightness or fire performance of any building or fixed installation forming part of the Works, and the Order Data Sheet identifies the Order as being of that character.

25.2 The Seller acknowledges that under the Civil Transactions Law the Buyer, as contractor, is subject to a strict and non-excludable liability for ten years from Taking-Over in respect of total or partial collapse and of defects threatening the structural stability or safety of the building or installation, that this liability arises irrespective of fault, and that the Buyer's recourse against the Seller in respect of that liability is contractual only.

25.3 The Seller warrants to the Buyer, for ten years from Taking-Over of the Works or the relevant section, that the Goods and Services are free from any Defect that causes or contributes to collapse, or to any defect threatening the stability or safety of the building or installation, and shall indemnify the Buyer against all loss, damage, cost, expense and liability arising from breach of that warranty, including any liability of the Buyer to the Client or to any third party.

25.4 The Seller shall maintain product liability insurance complying with Clause 30 for the full period of the warranty in Clause 25.3, shall provide evidence of renewal annually, and shall notify the Buyer immediately if the cover lapses or is reduced.

25.5 Where the Order Data Sheet requires it the Seller shall procure security for its obligations under this Clause in the form of a parent company guarantee under Clause 12.4 or a bank guarantee under Clause 12.2 maintained for the period stated.

25.6 Each obligation under Clause 25.3 constitutes a separate and independent obligation maturing on the date of the Buyer's written notice of the relevant Defect, and the applicable period of limitation runs from that date.

26. SPARE PARTS, DOCUMENTATION AND CONTINUITY OF SUPPLY

26.1 The Seller shall supply the commissioning spares, first-year operational spares and special tools listed in the Order Data Sheet, at the prices stated, delivered before Taking-Over.

26.2 The Seller shall make spare parts, consumables and technical support available on reasonable commercial terms for not less than ten years from Taking-Over, and shall give not less than 12 months' written notice before any item becomes obsolete or is discontinued, together with a final opportunity to purchase and details of the recommended replacement.

26.3 Where the Seller ceases to manufacture or support an item and no equivalent replacement is offered, the Seller shall provide free of charge, with a licence to use for the maintenance of the Works, the manufacturing drawings, specifications, tooling data and material specifications necessary to enable the item to be manufactured or maintained by others.

26.4 The Seller shall deliver, before the date stated in the Order Data Sheet, operation and maintenance manuals, as-built and record drawings, test and commissioning records, conformity certificates, warranty documents, asset data in the format required by the Client, and where the Goods incorporate software or firmware, the licences, configuration records and access credentials necessary for the Buyer and the Client to operate and maintain them. Retention shall not be released until this Clause is satisfied.

PART E — SAFETY, PEOPLE, LIABILITY AND CONDUCT

27. HEALTH, SAFETY AND ENVIRONMENT

27.1 The Seller shall comply with all Applicable Law relating to occupational safety and health and the environment, with the Project health, safety and environment plan, with the site rules, with the instructions of the Buyer, the Consultant and the Client, and with the requirements of every relevant Authority.

27.2 Before the first delivery or mobilisation the Seller shall provide, and shall keep current, safety data sheets, product data sheets, risk assessments, method statements, lifting plans certified by a competent third party, competency and training certificates for its personnel, and third-party inspection certificates for all lifting appliances, lifting accessories, access equipment and powered plant.

27.3 Hazardous materials, substances and articles shall be identified in advance, shall not be delivered without the Buyer's prior written approval, shall be accompanied by the applicable safety data sheet and transport documentation, and shall be transported, stored, handled and disposed of in accordance with Applicable Law.

27.4 The Seller shall provide written instructions for the safe transport, offloading, storage, handling, installation, operation, maintenance, decommissioning and disposal of the Goods.

27.5 Where the Seller's personnel attend site the Seller shall comply with the midday break requirement prohibiting work in open areas under direct sunlight between 12:30 and 15:00 from 15 June to 15 September, shall provide shaded rest facilities, cool drinking water and rehydration provision, and shall observe all heat-stress control measures required by the Project plan.

27.6 The Buyer may direct the immediate removal from site of any of the Seller's personnel who breach the site rules, create a safety risk, fail a drug or alcohol test, or lack the required competency, permit or induction. The Seller shall replace them at its own cost and without delay.

27.7 All fines, penalties, stop-work costs, remedial costs and losses arising from the Seller's breach of this Clause are for the Seller's account and may be back-charged under Clause 11.

27.8 The Seller shall report to the Buyer immediately any accident, incident, near miss, dangerous occurrence, environmental release or Authority intervention involving its personnel, its plant or its Goods, and shall cooperate fully in any investigation.

28. LABOUR, WAGES AND WORKER WELFARE

28.1 The Seller shall comply with all Applicable Law governing employment, immigration, wage protection, occupational safety, accommodation and worker welfare in the United Arab Emirates.

28.2 All personnel deployed by the Seller shall hold valid residence visas, work permits, Emirates identification, medical insurance, occupational competency certificates and site inductions, and shall be employed directly by the Seller or by a licensed manpower supplier approved in advance by the Buyer.

28.3 The Seller shall pay all wages through the Wage Protection System in accordance with the wage protection legislation in force, and in particular shall pay wages by the first day of each Gregorian month and shall transfer not less than the prescribed minimum proportion of total wages by the due date. Where the Order includes Services performed by the Seller's personnel, delivery of evidence of Wage Protection System compliance for the preceding month is a condition of payment under Clause 9.2(f).

28.4 The Seller is solely responsible for the wages, end-of-service benefits, leave, overtime, transport, accommodation, food, potable water, medical care, repatriation and all statutory obligations of its personnel, and shall indemnify the Buyer against all claims by or in respect of them.

28.5 Worker accommodation provided or arranged by the Seller shall comply with the labour accommodation standards prescribed by Applicable Law, including minimum floor area per person, occupancy limits, ventilation and cooling, sanitary and kitchen facilities, medical provision and licensing and registration requirements.

28.6 The Seller warrants that it complies with the Emiratisation requirements applicable to it, that it will maintain compliance for the duration of the Contract, that it will produce evidence on request, and that it does not and will not participate in any fictitious or artificial employment arrangement.

28.7 The Seller warrants that it does not and will not use forced, bonded, trafficked, indentured or child labour, does not retain workers' passports or identity documents, does not charge or permit the charging of recruitment fees to workers, and provides a functioning grievance mechanism.

28.8 The Buyer, the Client and their representatives may audit the Seller's labour, payroll, accommodation and welfare compliance on reasonable notice, including by inspecting accommodation and interviewing workers, and may require immediate corrective action.

28.9 Any serious breach of worker welfare, forced labour, human trafficking, wage protection or employment law requirements is a material breach entitling the Buyer to terminate immediately under Clause 37.

29. ENVIRONMENT AND SUSTAINABILITY

29.1 The Seller shall comply with all Applicable Law relating to the environment, waste, emissions and the reduction of climate change effects.

29.2 The Seller shall provide on request and without additional cost the data the Buyer requires to meet its own reporting obligations and the Project sustainability requirements, including environmental product declarations, embodied carbon data, recycled content declarations, country of extraction, processing and manufacture, and greenhouse gas emissions data associated with the Goods.

29.3 Where the Project is subject to the Dubai green building system or any other sustainability rating the Seller shall supply Goods complying with the applicable requirements and shall provide the certification, test data and declarations required for the rating submission, including volatile organic compound content, indoor air quality compliance, water fixture flow rates and regional material declarations.

29.4 The Seller shall segregate its waste in accordance with the Project waste management plan, shall use licensed waste transporters and disposal facilities, and shall provide waste transfer and disposal records.

29.5 The Seller shall not deliver any Good containing a prohibited or restricted substance and shall indemnify the Buyer against the cost of removal, replacement, remediation and disposal of any Good found to contain one.

30. INSURANCE

30.1 The Seller shall effect and maintain, with insurers licensed in the United Arab Emirates or otherwise acceptable to the Buyer, the insurances required by Applicable Law and by the Order Data Sheet, which shall include as applicable:

(a) workmen's compensation and employer's liability insurance for all its personnel;

(b) public and third-party liability insurance for not less than the limit stated in the Order Data Sheet;

(c) motor vehicle insurance for all vehicles used in connection with the Contract;

(d) professional indemnity insurance where the Contract includes design, design assistance, calculation or specification, maintained for not less than six years after Taking-Over;

(e) product liability insurance for not less than the limit stated in the Order Data Sheet, maintained for the period required by Clause 25.4;

(f) marine, air or inland transit insurance covering the Goods until delivery and acceptance; and

(g) contractor's plant and equipment insurance for all plant brought to site.

30.2 Each policy shall name the Buyer and, where required, the Client and the Consultant as additional insureds in respect of the Seller's operations, shall contain a waiver of subrogation in their favour, shall be primary and non-contributory, and shall require the insurer to give the Buyer 30 days' notice of cancellation, non-renewal or material adverse alteration.

30.3 The Seller shall deliver certificates of insurance before the first delivery or mobilisation and copies of policies, schedules and renewal certificates on request. Failure to maintain the required insurance entitles the Buyer to withhold payment, to effect the insurance itself and recover the premium under Clause 11, or to terminate under Clause 37.

30.4 All deductibles, excesses and uninsured losses are for the Seller's account. Insurance does not limit the Seller's liability under the Contract.

31. INDEMNITY AND LIABILITY

31.1 The Seller shall indemnify, defend and hold harmless the Buyer, its subsidiaries and Affiliates, its directors, officers, employees, contractors and agents, the Client and the Consultant against all claims, suits, demands, proceedings, losses, damages, penalties, fines, liabilities, costs and expenses, including reasonable legal and professional fees, to the extent arising from or contributed to by:

(a) any breach of the Contract by the Seller;

(b) any Defect in the Goods or Services;

(c) death of or injury to any person, or loss of or damage to any property, caused by the Seller, its personnel, its subcontractors or its Goods;

(d) any act, omission, negligence or default of the Seller, its personnel or its subcontractors, or of any person for whom the Seller is responsible;

(e) any breach of Applicable Law or of any requirement of an Authority by the Seller;

(f) any infringement of intellectual property rights under Clause 32;

(g) any claim by or in respect of the Seller's personnel, including wages, benefits, welfare, immigration and end-of-service claims;

(h) any delay or disruption to the Works attributable to the Seller, including any liability of the Buyer to the Client arising from it;

(i) any contamination, pollution or environmental damage caused by the Seller or by the Goods; and

(j) all costs, losses and liabilities the Buyer incurs in procuring the Goods or Services from a third party as a result of the Seller's default.

31.2 The Seller is not liable under Clause 31.1 to the extent that the injury, loss or damage is determined to have been caused by the sole negligence of the Buyer. The Seller shall nonetheless maintain insurance adequate to cover its liability under each Order.

31.3 Subject to Clause 31.4, the Seller's aggregate liability to the Buyer under or in connection with the Contract is limited to the greater of the Order Value and the proceeds actually recoverable under the insurances the Seller is required to maintain under Clause 30.

31.4 The limit in Clause 31.3 does not apply to liability arising from:

(a) fraud, wilful misconduct or gross fault;

(b) death or personal injury;

(c) Defects in Goods or Services, including the cost of rectification, replacement, access, making good and re-certification;

(d) the Seller's obligations under Clause 25;

(e) infringement of intellectual property rights;

(f) breach of Clause 33 or Clause 34;

(g) any liability which Applicable Law does not permit to be limited or excluded, including liability for harmful acts; and

(h) any amount recoverable under Clause 11 or Clause 14.

31.5 The parties acknowledge that liability arising from a harmful act may not be excluded or reduced by agreement under the Civil Transactions Law, and that Clause 31.3 accordingly does not apply to any such liability.

31.6 The Buyer's liability to the Seller under or in connection with the Contract does not in any event exceed the unpaid balance of the Order Value properly due for Goods delivered and accepted and Services properly performed.

32. INTELLECTUAL PROPERTY AND WORK PRODUCT

32.1 The Seller warrants that the Goods, the Services and all associated designs, processes, software and documentation do not infringe the intellectual property rights of any third party, and shall indemnify the Buyer accordingly without limit.

32.2 If a claim of infringement is made the Seller shall at its own cost and at the Buyer's election procure the right to continue using the Goods, modify or replace them so that they are non-infringing while remaining compliant with the Specification, or refund the price paid together with all costs of removal and replacement.

32.3 All drawings, specifications, models, calculations, tools, templates, data, ideas, know-how, concepts, information and processes provided by the Buyer, or created by the Seller specifically in connection with the performance of the Order, are the property of the Buyer, shall be used only for the performance of the Order, and shall be returned or destroyed on demand.

32.4 Clause 32.3 does not transfer the Seller's pre-existing intellectual property, its general manufacturing know-how, or any intellectual property developed by it independently of the Order. Where any such pre-existing right is embedded in a deliverable, the Seller grants the Buyer an irrevocable, perpetual, worldwide, royalty-free and sub-licensable licence to use it for all purposes connected with the Project.

32.5 The Seller grants the Buyer an irrevocable, perpetual, worldwide, royalty-free and sub-licensable licence to use, copy, modify and disclose all project-specific drawings, shop drawings, calculations, models, schedules and documents prepared by the Seller for the Order, for all purposes connected with the Project, including its completion, operation, maintenance, repair, alteration, extension, reinstatement and disposal, and to sub-license the Client, the Consultant and any Authority accordingly.

32.6 Where the Goods incorporate software or firmware the Seller grants, or shall procure the grant of, a perpetual and transferable licence to the Buyer and the Client to use it for the operation and maintenance of the Works, and shall on request place the source code and configuration data in escrow on terms approved by the Buyer.

32.7 Neither party shall use the name, logo, trade marks, project information, drawings, photographs or images of the other, of the Client or of the Project in any advertising, publicity release, social media, case study or awards submission without the other's prior written approval.

33. CONFIDENTIALITY AND PERSONAL DATA

33.1 The Seller, on behalf of itself and its personnel, shall treat as confidential all commercial, technical, financial, contractual and project information disclosed to it by or on behalf of the Buyer, the Client or the Consultant, shall preserve it in the strictest confidence, shall use it solely for the proper performance of the Order, and shall not disclose it to any third party without the Buyer's prior written approval.

33.2 The Seller shall implement and maintain appropriate technical and organisational security measures to protect that information and shall restrict access to those of its personnel who need it and who are bound by equivalent obligations.

33.3 Where the Seller processes personal data on behalf of the Buyer the Seller shall:

(a) process it only on the Buyer's documented instructions and only for the purposes of the Order;

(b) comply with the UAE personal data protection legislation and with its executive regulations when issued;

(c) not engage any sub-processor without the Buyer's prior written approval and without imposing equivalent obligations;

(d) not transfer personal data outside the United Arab Emirates except as permitted by Applicable Law and approved by the Buyer;

(e) notify the Buyer within 24 hours of becoming aware of any personal data breach and assist the Buyer in responding to it and to any request from a data subject or regulator; and

(f) on termination or on request, return or permanently delete the personal data and certify that it has done so.

33.4 Upon the Buyer's request the Seller shall promptly return all confidential information in tangible and intangible form, including drawings, samples, specifications and other documents provided by the Buyer or prepared by the Seller for the Buyer, or shall permanently delete it and certify deletion, subject only to statutory record-retention requirements.

33.5 The obligations in this Clause survive completion or termination of the Order.

34. BUSINESS ETHICS, ANTI-BRIBERY, ANTI-MONEY LAUNDERING AND SANCTIONS

34.1 The Seller shall comply with all Applicable Law relating to bribery, corruption, money laundering, terrorist financing, proliferation financing, sanctions, competition, fraud and tax evasion, and with the Buyer's code of conduct where provided.

34.2 The Seller shall not directly or indirectly offer, promise, give, request, agree to receive or accept any bribe, kickback, secret commission, unauthorised discount, gift, hospitality, employment, benefit or facilitation payment intended or likely to influence improperly any employee, officer or representative of the Buyer, the Client, the Consultant or any Authority. The Seller acknowledges that bribery in the private sector is a criminal offence in the United Arab Emirates for both the giver and the recipient, and that a legal person may be held criminally liable for the acts of its representatives, directors and agents.

34.3 The Seller shall disclose in writing, before acceptance of the Order and immediately upon any change, any actual or potential conflict of interest, including any relationship between its owners, directors, managers or personnel and any employee or representative of the Buyer, the Client or the Consultant, and any agent, intermediary, consultant or representative engaged in connection with the Order together with the basis of their remuneration.

34.4 The Seller shall maintain adequate procedures to prevent bribery and money laundering, shall conduct due diligence on its own suppliers, subcontractors, agents and intermediaries, shall disclose its ultimate beneficial ownership on request, and shall cooperate with any source-of-funds enquiry.

34.5 The Seller warrants that neither it nor any of its owners, directors, officers, personnel, subcontractors or Affiliates is listed on the UAE Local Terrorist List, the United Nations Security Council Consolidated List, or any sanctions list maintained by the United States, the European Union or the United Kingdom, and that no Good, technology or shipment supplied under the Contract will originate from, transit through, or be diverted to any sanctioned party or destination. The Seller shall screen its own supply chain accordingly and shall notify the Buyer immediately of any match.

34.6 The Seller shall not accept or make payment in cash in connection with the Contract other than in accordance with the Buyer's written policy.

34.7 Any breach of this Clause is a material breach entitling the Buyer to terminate the Order and every other Order with the Seller immediately, without compensation and without prejudice to any other right.

35. RECORDS, AUDIT AND TRACEABILITY

35.1 The Seller shall maintain complete and accurate records relating to the Order for not less than five years after completion, and for not less than ten years after Taking-Over where Clause 25 applies.

35.2 The Buyer, the Client and their auditors may audit, on reasonable notice, records relating to:

(a) quantities, deliveries, measurements and payments;

(b) material origin, traceability, batch, heat and serial records, and mill and test certificates;

(c) manufacturing, inspection and quality records;

(d) labour, payroll, wage protection and worker welfare compliance;

(e) health, safety and environmental compliance;

(f) ethics, anti-money laundering, sanctions screening and beneficial ownership; and

(g) payments made by the Buyer directly to manufacturers or upstream suppliers under Clause 7.4, and the application of advance payments under Clause 7.6.

35.3 The Seller shall provide reasonable access, facilities and cooperation, and shall procure equivalent audit rights in its contracts with its manufacturers and sub-suppliers.

35.4 Where an audit reveals an overpayment or a discrepancy exceeding two per cent of the audited value the Seller shall bear the reasonable cost of the audit in addition to repaying the overpayment.

PART F — TRANSFER, TERMINATION AND GENERAL PROVISIONS

36. TRANSFER, ASSIGNMENT AND SUBCONTRACTING

36.1 The Seller shall not, without the Buyer's prior written consent, assign, transfer, novate, charge or subcontract the Contract or any part of it, or any benefit or interest in it, to any third party.

36.2 Consent to a subcontractor or manufacturer does not relieve the Seller of any obligation or liability, and the Seller remains fully responsible for the acts and omissions of every person it engages.

36.3 The Seller shall notify the Buyer in writing within five working days of any change in its ownership, control, trade licence, legal form or management that may affect its ability to perform. Where a change of control occurs the Buyer may terminate the Order under Clause 37.2 within 30 days of notification.

36.4 The Buyer may assign or novate the Contract, in whole or in part, to any Affiliate, to the Client, to a project company or to a financing institution, on written notice to the Seller.

37. TERMINATION AND SUSPENSION OF UNDELIVERED ITEMS

37.1 The Buyer may terminate all or part of the Order by written notice with immediate effect if the Seller:

(a) fails to meet the delivery programme, delivery being of the essence, or the delay exceeds the period corresponding to the cap in Clause 14.1;

(b) supplies Goods or Services that are defective or do not comply with the Contract and fails to remedy within the period allowed under Clause 22.6;

(c) fails to remedy any other breach within seven days of written notice, or within such longer period as the Buyer specifies;

(d) becomes insolvent, enters bankruptcy, preventive settlement, financial restructuring or liquidation, has a receiver or trustee appointed, ceases or threatens to cease to carry on business, or is unable to pay its debts;

(e) abandons or suspends performance without the Buyer's approval;

(f) commits a serious health, safety, environmental, labour, worker welfare or wage protection violation;

(g) loses, or fails to obtain or maintain, any trade licence, product certification, conformity certificate, Authority approval or approved-supplier status required for the Goods or Services;

(h) fails to be capable of issuing compliant electronic invoices by the deadline applicable to it, or otherwise breaches Clause 6;

(i) assigns, transfers or subcontracts in breach of Clause 36;

(j) provides false, misleading or incomplete information in connection with the Contract;

(k) breaches Clause 34; or

(l) commits any other material breach.

37.2 The Buyer may at any time terminate or suspend all or any part of the undelivered items or quantities on any outstanding Order for its convenience, by giving seven days' written notice.

37.3 On termination for any reason the Seller shall:

(a) stop work as directed and shall not incur further cost or commitment;

(b) take all steps reasonably possible to mitigate any termination charge;

(c) protect, preserve, segregate and mark all completed Goods, work in progress and materials;

(d) deliver up all drawings, documents, models, data, software, tooling, materials and Goods paid for by the Buyer, and all confidential information;

(e) assign to the Buyer, at the Buyer's election, the benefit of any order placed by the Seller with a manufacturer or sub-supplier in connection with the Order; and

(f) cooperate fully in the orderly transfer of the remaining supply to the Buyer or to a replacement supplier.

37.4 The Seller shall provide, before or immediately following termination, the certificates, test records and documentation relating to Goods already delivered.

37.5 On termination the Buyer may take possession of, and the Seller shall procure the release of, all Goods and materials paid for by the Buyer wherever situated, in accordance with Clause 8.7.

37.6 Termination for the Seller's default. Where the Buyer terminates under Clause 37.1:

(a) the Buyer is not obliged to make any further payment until the cost of completing the supply has been ascertained;

(b) the Buyer may recover the additional cost of procurement, replacement, acceleration, rectification and completion, together with all associated losses and the delay damages accrued to the date of termination; and

(c) any unrecovered advance payment becomes immediately repayable and any guarantee may be called.

37.7 Termination for convenience. Where the Buyer terminates under Clause 37.2, or either party terminates under Clause 18.5, the Seller's entitlement is limited to:

(a) the Order Value attributable to Goods delivered and accepted and Services properly performed to the date of termination;

(b) the documented cost of materials and labour properly incurred on the cancelled items before the Seller received or ought reasonably to have received notice of cancellation, on transfer of title and possession to the Buyer;

(c) the reasonable, documented and unavoidable cost of unwinding commitments that cannot be cancelled, the Seller having taken all steps reasonably possible to mitigate; and

(d) where the Order includes Services in the nature of works, an additional sum equal to the percentage stated in the Order Data Sheet of the value of the unperformed Services, which the parties agree is in full and final settlement of any entitlement to profit on the unperformed portion.

37.8 The Seller is not entitled to any other compensation, and in particular is not entitled to loss of profit on the unperformed supply of Goods, to loss of opportunity, or to any claim for reputational loss.

38. FORCE MAJEURE AND EXCEPTIONAL CIRCUMSTANCES

38.1 A force majeure event is an exceptional event or circumstance beyond the reasonable control of the affected party, which that party could not reasonably have foreseen at the time of contracting and could not reasonably have avoided or overcome, and which is not substantially attributable to the other party.

38.2 Force majeure does not include:

(a) lack of funds, inability to obtain credit, or insolvency;

(b) increases in price, cost, freight, duty or exchange rates;

(c) shortages of labour, materials, plant or transport that could reasonably have been avoided by prudent planning or procurement;

(d) failure, delay, default or insolvency of the Seller's manufacturer, sub-supplier or subcontractor, unless that failure is itself caused by an event that would be a force majeure event as between the Seller and that party and no alternative source is reasonably available;

(e) mechanical or equipment breakdown, or failure of the Seller's systems;

(f) loss of any licence, certification or approval, or the imposition of any sanction, arising from the act, omission or status of the Seller; or

(g) any event of which the affected party was aware, or ought reasonably to have been aware, at the time of contracting.

38.3 The affected party shall notify the other within five working days of becoming aware of the event and shall provide within 14 days full details, supporting evidence, the anticipated duration, the effect on performance and the mitigation measures adopted. Failure to give notice within that period disentitles the affected party from relief in respect of any period before notice is given.

38.4 The affected party shall use all reasonable endeavours to mitigate the effect of the event and to resume performance, including by alternative sourcing, alternative routing and re-sequencing where commercially reasonable, and shall keep the other informed at intervals of not more than seven days.

38.5 Relief under this Clause is limited to an extension of the affected delivery or completion dates by the period of actual delay caused. No additional payment, cost, loss of profit or overhead recovery is payable by reason of a force majeure event.

38.6 If a force majeure event prevents performance of a material part of the Order for more than 30 consecutive days, or more than 45 days in aggregate, the Buyer may terminate the affected part by written notice, and Clause 37.7 applies save that no sum is payable under Clause 37.7(d).

38.7 Exceptional circumstances. The parties acknowledge that the Civil Transactions Law confers on the court a power, which cannot be excluded by agreement, to reduce an obligation that has become excessively onerous as a result of exceptional and unforeseeable events of a general character, or to rescind the contract. The parties agree the following as their contractual mechanism for such circumstances and shall follow it before invoking any other remedy:

(a) the affected party shall notify the other within 14 days of becoming aware that an event of a general character, unforeseeable at the time of contracting, has increased the cost of performing a material element of the Contract by more than the threshold percentage stated in the Order Data Sheet;

(b) the notice shall be accompanied by evidence of the event, its general character, the cost effect and the mitigation adopted;

(c) the parties shall meet within 14 days and shall negotiate in good faith an equitable adjustment of price or time having regard to the sharing formula stated in the Order Data Sheet; and

(d) pending agreement the Seller shall continue to perform, and any adjustment agreed shall be implemented as a change under Clause 17.

38.8 Clause 38.7 does not purport to exclude any mandatory provision of Applicable Law. Where the Order includes Services in the nature of works, the parties agree that the mechanism in Clause 38.7 is their agreed measure of relief for unforeseen circumstances affecting the balance of the Contract.

39. NOTICES AND COMMUNICATIONS

39.1 Notices shall be in writing in English and shall be delivered by email, courier or by hand to the addresses stated in the Order Data Sheet. The Buyer's address for notices is VSB International Contracting LLC, PO Box 17220, Dubai, United Arab Emirates, marked for the attention of the Procurement Department.

39.2 The parties agree to contract and communicate electronically. An electronic signature has the same effect as a manuscript signature, and email notices sent to a designated address are valid and effective.

39.3 A notice is deemed received: if delivered by hand, on delivery; if sent by courier, on the second working day after despatch; and if sent by email, at the time of transmission, save that a notice transmitted after 17:00 on a working day, or on a day that is not a working day, is deemed received at 09:00 on the next working day.

39.4 Where the Order Data Sheet so requires, an instruction changing scope, a settlement agreement, or a document creating or releasing security shall be executed using a qualified electronic signature or in manuscript.

39.5 A notice of claim, rejection, back-charge, termination or force majeure shall be addressed to the commercial contact stated in the Order Data Sheet and copied to the address for legal notices. A notice sent only to a site email address, or to an individual not designated in the Order Data Sheet, is not validly given.

39.6 No communication from site personnel constitutes an instruction, approval, acceptance, waiver or authorisation of additional cost or time unless confirmed in writing by an Authorised Representative.

40. NO WAIVER

40.1 No failure, delay or partial exercise by the Buyer of any right or remedy operates as a waiver of it or of any other right or remedy.

40.2 A waiver is effective only if given in writing by an Authorised Representative and applies only to the specific matter and occasion stated.

40.3 Acceptance of a late, partial or non-conforming delivery, or of an invoice, or the making of a payment, does not waive any right in respect of that or any other delivery, invoice or breach.

41. SEVERABILITY

41.1 If any provision of these Conditions is held to be invalid, unenforceable or contrary to public policy, the remaining provisions continue in full force.

41.2 The invalid provision shall be treated as replaced by a valid and enforceable provision that most closely reflects its commercial purpose, and where a provision is held excessive in scope, extent or duration it shall apply with the minimum modification necessary to make it enforceable.

42. ENTIRE AGREEMENT

42.1 The Contract constitutes the complete and exclusive statement of the terms agreed between the Buyer and the Seller in relation to the Order and supersedes all prior verbal or written agreements, commitments, quotations, representations and understandings in relation to its subject matter.

42.2 Clause 42.1 does not exclude or limit any liability for fraud, for fraudulent or deliberate misrepresentation, or for breach of any duty of disclosure imposed by Applicable Law that may not be excluded by agreement, and does not affect the Seller's obligation to have disclosed all material information before acceptance of the Order.

43. SURVIVAL AND LIMITATION

43.1 Clauses 6.7, 8, 11, 24, 25, 26, 30, 31, 32, 33, 34, 35, 39, 41, 42, 43, 44, 45, 46 and 47 survive completion, expiry or termination of the Order.

43.2 The parties acknowledge that claims between traders in respect of their commercial dealings are subject to the period of limitation prescribed by the Commercial Transactions Law, running from the maturity date of the obligation in question, and that the obligations in Clauses 24.8 and 25.6 are structured as separate obligations maturing on notice.

44. NO AMENDMENT OF THIS FORM

44.1 These Conditions may be amended only by an express written instrument identifying the clause amended and signed by an Authorised Representative and by an authorised signatory of the Seller.

44.2 No provision of these Conditions is varied, and no additional term is introduced, by any handwritten, typed, stamped, appended or electronically inserted wording appearing on any Order, acknowledgement, invoice, delivery note, inspection record or other document, unless separately initialled and dated by an Authorised Representative in accordance with Clause 2.8.

45. LANGUAGE

45.1 These Conditions are issued in English. Where an Arabic version is issued the parties shall execute both.

45.2 In any proceedings before the Courts of Dubai the Arabic version prevails, each party bearing its own cost of any certified translation it requires. In all other respects, and for the purposes of the parties' dealings, the English version prevails.

45.3 Where no Arabic version has been executed the parties shall cooperate in procuring a certified Arabic translation for the purposes of any proceedings, and neither party shall dispute the accuracy of a translation prepared by a translator licensed by the Ministry of Justice save on reasonable grounds notified promptly.

46. GOVERNING LAW

46.1 The Contract and its performance are governed by the federal law of the United Arab Emirates as applied in the Emirate of Dubai, being the law of the place from which the Order is issued.

46.2 The Contract is subject to the Civil Transactions Law promulgated by Federal Decree-Law No. 25 of 2025 for every Order concluded on or after 1 June 2026. Orders concluded before that date remain governed by the legislation in force at the date of conclusion.

47. DISPUTE RESOLUTION AND JURISDICTION

47.1 The parties shall first attempt in good faith to resolve any dispute by negotiation between their commercial representatives within 14 days of a written notice of dispute.

47.2 If the dispute is not resolved it shall be referred to a director of each party, who shall meet within a further 14 days.

47.3 If the dispute remains unresolved, each party irrevocably agrees to submit to the exclusive jurisdiction of the Courts of the Emirate of Dubai over any claim or matter arising under or in connection with the Order, including any question as to its existence, validity or termination.

47.4 Nothing in this Clause prevents either party from applying to any court of competent jurisdiction for interim, precautionary, conservatory or injunctive relief, including precautionary attachment, or from enforcing any judgment or security in any jurisdiction where assets are located.

47.5 The Seller shall continue to perform its undisputed obligations while a dispute is being resolved, and the Buyer shall continue to pay amounts not in dispute.

48. ACCEPTANCE

48.1 By signing below, or by commencing performance in accordance with Clause 2.5(b), the Seller confirms that it has read, understood and accepted these Conditions, that it has had a reasonable opportunity to review them and to seek relaxation of any term under Clause 3, and that these Conditions form an integral part of every Order issued to it by VSB International Contracting LLC.

EXECUTED FOR AND ON BEHALF OF THE SELLER

Company name as per trade licence

Trade licence number and issuing authority

Tax Registration Number

Name of authorised signatory

Designation

Signature and company stamp

Date

Order number

Project

ACKNOWLEDGED FOR AND ON BEHALF OF VSB INTERNATIONAL CONTRACTING LLC

Name of Authorised Representative

Designation

Signature

Date

VSB International Contracting LLC · PO Box 17220, Dubai, United Arab Emirates · info@vsbigroup.com · +971 56 876 5616

ANNEX A — ORDER DATA SHEET

The following variables are completed and issued with each Order. Where a field is left blank the default stated in these Conditions applies.

Ref	Item	Entry
A1	Order number, type (Purchase Order, Work Order, Blanket Order, subcontract) and date	
A2	Project name and site	
A3	Seller legal name, trade licence number, Tax Registration Number	
A4	Buyer's Authorised Representatives — name, title, email	
A5	Addresses for notices — commercial, procurement and legal	
A6	Order Value and currency	
A7	Price basis — firm fixed or escalation formula if any	
A8	Delivery Address, delivery hours and site access requirements	
A9	Delivery dates, milestones and phasing	
A10	Payment terms and payment period in days from complete invoice	
A11	Payment method — bank transfer (default) or cheque with Finance Director authorisation reference	
A12	Advance payment percentage and guarantee requirement	
A13	Advance recovery rate and full-recovery point	
A14	Direct or joint payment arrangement with manufacturer	
A15	Pre-paid material vesting and movables registration required — yes or no	
A16	Conditional payment applies — yes or no, and long-stop date not exceeding 150 days	
A17	Retention percentage (default 5 per cent) and release trigger	
A18	Retention guarantee accepted in lieu of cash — yes or no	
A19	Guarantees required — advance payment, performance, retention, parent company	
A20	Guarantee amounts, expiry dates and form reference	
A21	Delay damages rate, cap, and recorded basis of the pre-estimate	
A22	Late payment interest rate, not exceeding the statutory maximum	
A23	Change valuation build-up percentages — overhead and profit	
A24	Back-charge overhead and supervision percentages	
A25	Termination for convenience percentage on unperformed Services under Clause 37.7(d)	
A26	Exceptional circumstances threshold percentage and sharing formula under Clause 38.7	
A27	Standards applicable — BS, BS EN, IS or other	
A28	Authority approvals required — ECAS, EQM, DCL, DM, DCD and ESL, Trakhees, DEWA, RTA	
A29	Clause 25 applies — structural or permanent Goods — yes or no	

Ref	Item	Entry
A30	Clause 25 security required — parent company guarantee, bank guarantee or none	
A31	Inspection and test plan required — yes or no, and notice period for hold points	
A32	Submittal, sample and mock-up requirements and review periods	
A33	Insurance limits — public liability, product liability, professional indemnity	
A34	Recurring defect threshold percentage under Clause 24.7	
A35	Spare parts, special tools and documentation schedule and dates	
A36	Agreed Departures from the Standard Conditions under Clause 3.3	
A37	Affiliate accession to set-off under Clause 11.3 — attached or not applicable	

ANNEX B — DOCUMENTS REQUIRED

B1. Before the first delivery or mobilisation:

(a) signed Order and, where applicable, signed Conditions;

(b) valid trade licence and VAT registration certificate;

(c) Accredited Service Provider details for electronic invoicing where the mandate applies;

(d) bank guarantees required by the Order Data Sheet;

(e) certificates of insurance and, on request, policies;

(f) approved material submittals, samples and mock-up approvals;

(g) conformity certificates and Authority approvals under Clause 20;

(h) inspection and test plan where required;

(i) safety data sheets, risk assessments, method statements and lifting plans;

(j) competency certificates, third-party plant inspection certificates and personnel documents; and

(k) procurement and manufacturing schedule.

B2. With each delivery:

(a) delivery note complying with Clause 15.3;

(b) packing list;

(c) mill, batch, heat, test and calibration certificates for the consignment;

(d) certificate of origin and, for imported Goods, customs and import documentation;

(e) conformity certificates applicable to the consignment;

(f) bill of lading and insurance certificate where applicable; and

(g) safety data sheets for any hazardous material in the consignment.

B3. With each invoice: the documents listed in Clause 9.2.

B4. Before release of retention:

(a) operation and maintenance manuals and as-built or record drawings;

(b) test, commissioning and performance records;

(c) warranty and guarantee documents, including assigned manufacturer's warranties;

(d) spare parts and special tools as scheduled;

(e) asset and maintenance data in the Client's required format;

(f) software licences, configuration records and access credentials; and

(g) confirmation that all Defects have been rectified and all back-charges settled.

ANNEX C — SCHEDULE OF UAE LEGISLATION REFERRED TO

This schedule records the legislation in force as at August 2026 that underlies these Conditions. It is provided for reference, does not itself create contractual obligations, and must be re-verified before each revision of this document.

Subject	Instrument	Relevance
Civil law of obligations	Federal Decree-Law No. 25 of 2025 (Civil Transactions Law), in force 1 June 2026, repealing Federal Law No. 5 of 1985	Formation, good faith, standard-form contracts, agreed compensation, hardship, force majeure, works contracts, decennial liability
Commercial law	Federal Decree-Law No. 50 of 2022 (Commercial Transactions Law), in force 2 January 2023	Limitation between traders, interest, prohibition on compound interest, cheques as executive instruments, retention of title
Civil procedure	Federal Decree-Law No. 42 of 2022	Enforceability of exclusive jurisdiction clauses, Arabic as the language of the courts
Security over movables	Federal Law No. 4 of 2020 on Securing Rights in Movables	Registration of VSBI's interest in pre-paid material, priority against third parties
Insolvency	Federal Decree-Law No. 51 of 2023 on Financial Restructuring and Bankruptcy, in force 1 May 2024	Insolvency as a termination ground, restrictions on post-commencement set-off
Value added tax	Federal Decree-Law No. 8 of 2017 as amended, most recently by Federal Decree-Law No. 16 of 2025 in force 1 January 2026, and Cabinet Decision No. 52 of 2017 as amended	Tax invoice content, reverse charge, abolition of self-invoicing, input tax denial for supply-chain evasion
Electronic invoicing	Ministerial Decisions No. 243 and No. 244 of 2025	Accredited Service Provider appointment, structured invoice format, phase dates
Corporate tax	Federal Decree-Law No. 47 of 2022 as amended	Nil withholding on domestic payments, related party and transfer pricing obligations
Employment	Federal Decree-Law No. 33 of 2021 as amended by Federal Decree-Law No. 9 of 2024, and Cabinet Resolution No. 1 of 2022	Employment, permits, end-of-service, penalties for fictitious employment
Wage protection	Ministerial Resolution No. 340 of 2026, in force 1 June 2026, replacing Ministerial Resolution No. 598 of 2022	Wages payable by the first of the month, minimum transfer proportion, escalating enforcement
Occupational safety and accommodation	Ministerial Resolution No. 44 of 2022 and related decisions	Site safety, midday break, labour accommodation standards
Emiratisation	Ministerial Resolution No. 279 of 2022, Cabinet Resolution No. 95 of 2022, Cabinet Decision No. 43 of 2025	Quota compliance, penalties for fictitious Emiratisation
Personal data	Federal Decree-Law No. 45 of 2021, executive regulation not yet issued as at August 2026	Processor obligations, transfers, breach notification
Anti-money laundering	Federal Decree-Law No. 10 of 2025 in force 14 October 2025 replacing Federal Decree-Law No. 20 of 2018, and Cabinet Decision No. 134 of 2025 replacing Cabinet Decision No. 10 of 2019	AML and counter-terrorist-financing compliance, due diligence, record retention
Sanctions	Cabinet Decision No. 74 of 2020	Screening against the UAE Local Terrorist List and UN Security Council lists

Subject	Instrument	Relevance
Bribery	Federal Decree-Law No. 31 of 2021 (Penal Code)	Private-sector bribery offences and corporate criminal liability
Electronic transactions	Federal Decree-Law No. 46 of 2021 and Cabinet Resolution No. 28 of 2023	Validity of electronic signatures and email notices
Commercial agencies	Federal Decree-Law No. 3 of 2022	Parallel import and registered agent exposure
Product conformity	Emirates Conformity Assessment Scheme and Emirates Quality Mark administered by the Ministry of Industry and Advanced Technology	Certificates of conformity for regulated construction products
Fire and life safety	UAE Fire and Life Safety Code of Practice, 2018 edition as amended	Emirates Safety Laboratory certification and Dubai Civil Defence registration
Green building	Administrative Resolution No. 154 of 2020 (Dubai Municipality) and the Al Sa'fat Dubai Green Building System	VOC limits, low-emitting materials, indoor air quality, regional materials
Hazardous substances	Cabinet Resolution No. 10 of 2017 on hazardous substances in electrical and electronic equipment, and Cabinet Decision No. 39 of 2006 on asbestos	Product composition warranties
Climate	Federal Decree-Law No. 11 of 2024, in force 30 May 2025	Greenhouse gas data and reporting support

Issued by the Procurement Department, VSB International Contracting LLC, PO Box 17220, Dubai, United Arab Emirates. info@vsbigroup.com · +971 56 876 5616