

TERMS AND CONDITIONS OF PURCHASE (GENERAL PURCHASING)

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YOU ARE ADVISED TO READ THESE TERMS & CONDITIONS CAREFULLY AS SUCH TERMS WILL GOVERN THE TERMS OF YOUR ENGAGEMENT BY EMIRATES FLIGHT CATERING CO. LLC UNTIL AND UNLESS WE SPECIFICALLY AND EXPRESSLY AGREE TO THE CONTRARY IN WRITING

1 DEFINITIONS

- 1.1 "Buyer" will mean Emirates Flight Catering Co. LLC, incorporated in Dubai, whose office is at Airport Road, PO Box 22525, Dubai, United Arab Emirates or any of its business divisions specified in the RFQ (as the case may be), their servants or agents.
- 1.2 "Seller" will mean any entity, including any partnership, corporation, cooperative, unincorporated association, limited liability company or governmental entity, and any natural person issued with an Order and any employees or permitted assigns, sub-contractors, representatives or agents thereof.
- 1.3 "Conditions" will mean these terms and conditions of purchase.
- 1.4 "Intellectual Property Rights" will mean all patents, trade-marks, service marks, trade names, goodwill, registered designs, design rights, semiconductor topography rights, database rights, copyrights and other forms of intellectual or industrial property (in each case in any part of the world, whether or not registered or registrable for their full period of registration with all extensions, renewals and revivals, and including all applications for registration or otherwise), inventions, formulae, confidential information (including know-how or secret processes), rights in computer software and any similar or equivalent rights and assets which may now or in the future subsist anywhere in the world.
- 1.5 "Order" will mean a purchase order as may be varied by Change Orders.
- 1.6 "Change Order" will mean an Order issued pursuant to Clause 9 hereof.
- 1.7 "Work" will mean any goods, services and/or equipment or part thereof to be supplied under an Order.
- 1.8 "RFQ", "RFI", "RFP", "RFT" or "Spot Buy" will mean the various tender processes issued by the Buyer in respect of the Work.
- 1.9 "Price" will mean all sums payable to the Seller for supply of the Work as specified in the related Order including any applicable value added tax.
- 1.10 "Buyer Personal Data" will mean any Personal Data Processed by the Seller as the Processor or a Sub-processor on behalf of the Buyer as the Controller pursuant to or in connection with these Conditions or an Order.
- 1.11 "Controller" will mean the entity which determines the purposes and means of the Processing of Personal Data.
- 1.12 "Data Protection Laws" will mean EU Directive 95/46/EC, as transposed into domestic legislation of each Member State and as amended, replaced or superseded from time to time, including by the GDPR and laws implementing or supplementing GDPR, the GDPR and the data protection or privacy laws of the UAE or of any other country.

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- 1.13 “Data Subject” will mean the identified or identifiable person to whom Personal Data relates.
- 1.14 “Data Subject Request” has the meaning set out in clause 18.1(e).
- 1.15 “EEA” will mean the European Economic Area.
- 1.16 “EU” will mean the European Union.
- 1.17 “GDPR” will mean the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, as amended from time to time.
- 1.18 “Personal Data” will mean any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.19 “Personal Data Breach” will mean any improper, unauthorised or unlawful access to, use of, or disclosure of, or any other compromise which affects the availability, integrity or confidentiality of the Company Personal Data under or in connection with the Principal Agreement.
- 1.20 “Processing” will mean any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.
- 1.21 “Processor” will mean the entity which Processes Personal Data on behalf of the Controller.
- 1.22 “Regulator” will mean an independent public authority which is established by an EU Member State pursuant to the GDPR.
- 1.23 “Sub-processor” will mean any person (including any third party and any affiliate, but excluding an employee of the Seller) appointed by or on behalf of the Seller to Process Buyer Personal Data on behalf of the Buyer in connection with these Conditions or an Order.
- 1.24 In these Conditions, unless a contrary intention appears:
- (a) a reference to the singular includes a reference to the plural and vice versa;
 - (b) a reference to a gender includes a reference to the opposite gender;
 - (c) a reference to a party includes a reference to its authorised assigns, sub-contractors, representatives or agents thereof;
 - (d) headings are inserted for the purpose of convenient reference only and do not form part of these Conditions.

2 ACCEPTANCE OF ORDER

- 2.1 The Seller will acknowledge receipt of an Order using the Buyer's returnable acknowledgement form.

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- 2.2 The Seller's acknowledgement under Clause 2.1 will constitute Seller's acceptance of and agreement to comply with these Conditions in regards to such Order. If Seller fails to acknowledge receipt of an Order under Clause 2.1, commencement of supply of the Work will constitute the Seller's implied acceptance of and agreement to comply with these Conditions in regards to such Order.
- 2.3 Any other terms and conditions of purchase to which the Seller may refer and, subject to implied acceptance pursuant to Clause 2.2, any acknowledgement other than the Buyer's returnable acknowledgement form are expressly excluded.
- 2.4 To the extent that they do not conflict with these Conditions, Incoterms (latest edition) will apply to an Order.
- 2.5 In the event that there is any conflict or inconsistency between the terms and conditions in an Order and the Conditions, the terms and conditions of an Order will prevail.

3 WARRANTIES

- 3.1 The Seller warrants that the Work will:
- (a) conform strictly as to quality, quantity and description with particulars stated in the RFQ, RFI, RFP, RFT and/or Spot Buy (as applicable) and the related Order.
 - (b) be of completely new and high-quality sound materials.
 - (c) be in strict compliance with samples, patents, drawings or specifications.
 - (d) meet the standard of performance specified in the RFQ, RFI, RFP, RFT and/or Spot Buy (as applicable) and the related Order.
 - (e) be free from defects in design, manufacture, materials, workmanship, installation and assembly, whether apparent or hidden ("**Defects**").
 - (f) be fit for the purpose for which it is supplied under the RFQ, RFI, RFP, RFT and/or Spot Buy (as applicable) and the related Order.
- 3.2 The Seller warrants that the Work will be supplied by suitably qualified and competent personnel and all equipment provided or used hereunder will at all times be maintained in a satisfactory and safe operating condition by the Seller. the Buyer reserves the right to require the replacement of any such personnel or equipment that does not comply with the foregoing provisions at the Seller's sole cost.
- 3.3 The Seller warrants that it is the legal and beneficial owner of the Work or any materials used in respect of the Work immediately before:
- (a) delivery of the Work to the Buyer; and
 - (b) any acceptance of the Work by the Buyer
- 3.4 The Seller warrants that the Work will at no time infringe the Intellectual Property Rights of any third party.

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4 PAYMENTS

- 4.1 In consideration of the satisfactory supply of the Work and subject always to the Buyer's right of contractual set off for such failure of satisfactory supply, the Buyer will pay the Seller the Price in the manner hereinafter provided which will be without prejudice to the Buyer's rights hereunder expressed or implied and will not be deemed to be acceptance of any Defects in the Work.
- 4.2 The Seller will send, in accordance with the Buyer's instructions, a detailed invoice or invoices as instructed on the related Order clearly stating the Seller Name, Address, Tax Registration Number, Order number, the item numbers, including a breakdown of any value added tax payable on the related Order.
- 4.3 Unless otherwise specified on the related Order, payment will be made ninety (90) days from the end of the month in which the appropriate representatives of the Buyer received both the Work and the Seller's accurate invoice at the Buyer's invoicing address as notified to the Seller from time to time.
- 4.4 Purchase Orders prefixed with the letters CP are generated from the Buyer's Procure to Pay system (Coupa) and the Seller will submit invoices electronically via 'PO Flip' or directly through the Coupa Supplier Portal (CSP) as directed by the Buyer. The Seller hereby acknowledges and agrees that failure to comply with such requests and to use the Procure to Pay system correctly will result in delays in payment by the Buyer.
- 4.5 The Seller will be responsible for all taxes, imposts, fees, duties and the like related to the supply of the Work (save for any value added tax properly due and invoiced correctly in accordance with the provisions of Clause ~~4.24.2~~) and will indemnify the Buyer against all liabilities, costs and expenses incurred in connection therewith, falling within the Seller's jurisdiction.

5 ACCESS FOR EXPEDITING, INSPECTION AND TESTING

- 5.1 The Buyer will be allowed to inspect and test the Work at any time prior to acceptance or delivery, whichever will be later.
- 5.2 The Buyer may reject any Work that is in compliance with Clause 3. Any Work so rejected will immediately be replaced or corrected as required by the Buyer at the Seller's expense. The Seller will then re-submit the re-performed Work for re-inspection and re-testing.
- 5.3 The Seller will give the Buyer not less than fourteen (14) days' notice that the Work is ready for inspection and/or testing.
- 5.4 Inspection, testing or acceptance of any Work or any waiver of any rights in respect thereof by the Buyer will not relieve the Seller from any obligations under the related Order or otherwise, including without limitation, responsibility for any Defects subsequently found.

6 COMPLETION AND DELIVERY

- 6.1 The Work will be completed and delivered by the date specified in the related Order.
- 6.2 If the Seller fails to commence performance of the Work on receipt of the related Order or if it appears to the Buyer that the Seller may not be able to complete the Work by the required date

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the Buyer may terminate the related Order or any part thereof in accordance with the provisions of Clause 12.

- 6.3 Delivery of the Work will be effected in the manner(s) and at time(s) specified by the Buyer. If the Work is not delivered in accordance with the Buyer's requirements, the Seller will be responsible for any additional risk and expense arising therefrom. Unless otherwise provided, the Seller will be responsible for and bear the cost of packing, loading and/or carriage of the Work.

7 DEFECTS

- 7.1 The warranty period for Defects, unless otherwise agreed between the parties, is 12 (twelve) months from the later of: (a) date of delivery of Work to the Buyer, (b) date that the Work is put into service by the Seller or Buyer for its specified use, and (c) discovery of the Defect (the "**Warranty Period**").
- 7.2 The Seller will be responsible for remedying at its expense any Defects that may arise in the Work during the Warranty Period. The Seller will guarantee for a further period of twelve (12) months all remedial work carried out under this warranty. Where a Defect arises within the Warranty Period but does not become apparent until the Warranty Period has expired, the Seller's liability will not cease merely because Buyer has been unable to give notice of the Defect to the Seller within the said Warranty Period. Such Warranty Period will run from the date which the Defect becomes apparent to the Buyer. If any Defects which the Seller is obliged to remedy under this Clause are not remedied within a reasonable time or circumstances render it impracticable for the Seller to do the same, the Buyer may do so itself or authorise others to do the same, and the Seller will reimburse the Buyer for all costs arising therefrom.
- 7.3 The Buyer is at all times relying on the skill and knowledge of the Seller. If the Work fails to attain the performance specified by the Buyer in the related Order, such failure will also be a defect within the meaning of Clauses 7.1 and 7.2.
- 7.4 This warranty and the Buyer's remedies hereunder are in addition to the Buyer's other rights and remedies existing under an Order or at law.

8 INSURANCE

The Seller will be responsible to procure and maintain at its own cost and expense necessary and adequate insurances, to cover its employees, vehicles, equipment and other properties. The Buyer assumes no responsibility or liability towards, or on behalf of the Seller for procurement and maintenance of such insurances or any costs associated therewith.

9 CHANGE ORDERS

- 9.1 The Seller will acknowledge receipt of a Change Order using the Buyer's returnable acknowledgement form.
- 9.2 The Seller will perform any changes to the Work required by the Buyer which may include additions to, or reductions in, the quantity and quality of Work. The Buyer will give notice of such changes to the Seller in writing who will promptly advise the Buyer in writing of their reasonable effect on Price and delivery date. Subject to Clause 9.3, no change will be accepted by the Buyer unless authorised by written instruction and confirmed by Change Order.

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9.3 In the event that the parties are unable to agree on the reasonable effect on Price and delivery date, the Buyer will nevertheless have the right to require the Seller to proceed with the change forthwith without an increase in Price.

9.4 In the event that there is any conflict or inconsistency between the terms and conditions in an Order, a Change Order and the Conditions, the conflict or inconsistency will be resolved in the following order of precedence: (a) the terms and conditions of a Change Order, (b) the terms and conditions of an Order and (c) the Conditions.

10 ASSIGNMENT AND SUB-CONTRACTING

10.1 The Seller will not assign or sub-contract an Order without the Buyer's prior written consent. No assignment or sub-contract will relieve the Seller of any of its obligations under an Order. These Conditions will be applied in all sub-contracts entered into by the Seller.

11 STATUTORY AND SAFETY OBLIGATIONS

11.1 The Seller will in performing an Order comply with all applicable laws, regulations, customs and good practice and where appropriate will comply with the Buyer's Safety Requirements for Contractors.

11.2 The Seller will provide the Buyer in writing with such information as is necessary relating to the use of any goods and/or equipment supplied and/or used and its design, testing and use, relating to any conditions necessary to ensure it will be safe and without risk to health when properly handled, stored, transported and used.

12 SUSPENSION AND TERMINATION

12.1 The Buyer will be entitled, without liability, to terminate or suspend an Order in respect of Work upon giving notice in writing to the Seller at any time prior to supply of the Work.

12.2 The Buyer is not liable for any indirect or consequential loss or loss of profits suffered by the Seller as a result of termination or suspension of an Order by the Buyer pursuant to Clause 12.1

12.3 The Buyer will be entitled to terminate or suspend an Order by giving notice to the Seller at any time if -

(a) the Seller is in default of any obligations hereunder, including without limitation compliance with any delivery date; or

(b) the Seller becomes insolvent, makes any voluntary arrangement with its creditors, (being an individual or firm) becomes bankrupt, (being a company) becomes subject to an administration order, goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction), or a receiver is appointed over any of the property or assets of the Seller.

12.4 Without prejudice to the Buyers other rights on suspension or termination, the Buyer will be entitled to enter the Seller's premises or any place where the Work is situated or supplied and in the case of goods or equipment, take possession of the whole or any part of the Work and remove the same, and title thereto (insofar as the same will not already be vested in the Buyer) will forthwith vest in the Buyer.

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13 TITLE AND RISK

13.1 Title in the Work will pass to the Buyer on either:

- (a) payment for the Work (when title will pass in proportion to the payments made therefor); or
- (b) acceptance of the Work by the Buyer at the specified delivery point, whichever occurs first.

13.2 Notwithstanding passage of title (in whole or in part) on the occurrence of Clause 13.1(a) above, risk will remain with the Seller until delivery into the possession of the Buyer or until acceptance of the Work by the Buyer in accordance with the provisions of the related Order whichever will be later.

13.3 All materials or equipment to be incorporated in the Work the title of which has passed to the Buyer will be clearly marked as the Buyers property and will be stored separately from the Seller's property.

14 INDEMNITIES

14.1 The Seller will indemnify, defend and hold harmless the Buyer against any claim, action, liability, cost, or expense whatsoever arising by reason of:

- (a) the breach of any applicable provision of these Conditions;
- (b) any infringement or alleged infringement of the Intellectual Property Rights of any person other than the Buyer relating to the Work;
- (c) injury to, or death of, any persons caused or contributed to be the negligence or breach of contract or other legal duty of the Seller or, irrespective of the negligence or breach of duty of the Buyer, loss or damage to any property; and
- (d) all consequential or indirect losses (whether foreseeable or not) incurred by the Seller, irrespective of the negligence or breach of duty of the Buyer.

14.2 The Seller will maintain such insurance cover

- (a) against the liabilities referred to in Clause 14.1(c); or
- (b) otherwise required in relation to the supply of the Work;

and will provide to the Buyer on demand valid certificates of insurance in respect thereof.

15 FORCE MAJEURE

15.1 If either party is unable to perform an obligation under these Conditions, by reason of circumstances beyond its reasonable control and which could not have been avoided or overcome by the use of reasonable diligence and foresight, the party concerned will immediately notify the other party in writing, provide an estimate of how long such circumstances are likely to continue and will be entitled to a reasonable extension of time for performance. If it is not possible to estimate of how long such circumstances are likely to continue or upon the expiry of such reasonable extension, the party not affected may terminate the affected Order(s) by giving thirty (30) days written notice to the affected party.

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16 LIENS AND CLAIMS

- 16.1 The Seller agrees to pay, discharge and hold the Buyer harmless from all liens, claims (including legal fees and other expenses incidental thereto), judgements and awards which may arise out of or in connection with an Order. The Seller will at the Buyer's request, furnish proof satisfactory to the Buyer that all such liens, claims, suits, judgements and awards have been satisfied or released. The Buyer will also have the right to make payment direct to any holder of such lien or claimant such payments to be reimbursed by the Seller on demand.
- 16.2 The Seller agrees to waive any right to exercise a lien, to make a claim or seek enforcement of a judgement or award against the Work at any time and acknowledges that its sole right in the event of any failure by the Buyer to perform any of its obligations under an Order is to seek financial relief in respect thereof.

17 INTELLECTUAL PROPERTY RIGHTS

- 17.1 The Seller irrevocably assigns its entire right, title and interest to any Intellectual Property Rights it may have at any time in the Work (the "**Seller Intellectual Property Rights**") to the Buyer, including the right to initiate court or other proceedings or to take any other action against any person for infringement of the Seller Intellectual Property Rights.
- 17.2 All patterns, tools, drawings or documents, whether in hard copy or otherwise, supplied by the Buyer will remain the Buyer's property and will not be used by the Seller in the service of any other company. All such items will be returned to the Buyer upon completion of the Work or at the Buyer's instruction.
- 17.3 The Seller will not use any brand names, logos, imagery or other intellectual property (whether registered or unregistered) of the Buyer without prior written consent of the Buyer.

18 DATA PROTECTION

- 18.1 In respect of the Processing of Buyer Personal Data by the Seller or the Seller's personnel under or in connection with an Order or these Conditions, the Seller shall, and shall procure that the Seller's personnel shall:
- (a) comply with all applicable Data Protection Laws in the Processing of Buyer Personal Data;
 - (b) process Buyer Personal Data only for the purpose of delivering the Work or otherwise meeting its obligations under these Conditions or in accordance with documented instructions from Buyer, including with regard to transfers of Buyer Personal Data to Third Countries or an international organisation;
 - (c) ensure that access to Buyer Personal Data is strictly limited to those employees, agents or contractors who need to know/access the relevant Buyer Personal Data, as strictly necessary for the purpose of delivering the Work and that they have committed to binding contractual obligations of confidentiality or are under an appropriate statutory obligation of confidentiality;
 - (d) implement in relation to Buyer Personal Data appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including, inter alia, as appropriate,

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- (i) the pseudonymisation and encryption of Buyer Personal Data,
 - (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of Processing systems and services;
 - (iii) the ability to restore the availability and access to Buyer Personal Data in a timely manner in the event of a physical or technical incident;
 - (iv) a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing.
- (e) promptly notify the Buyer of any requests (including the details of such request) it receives from a Data Subject relating to its own Personal Data (whether access, rectification, erasure or the exercise of its rights of objection, restriction of processing, data portability or right not to be subject to automated decision making) (“**Data Subject Request**”), without responding to the Data Subject, except on the documented instructions of the Buyer, and provide reasonable assistance to the Buyer to respond to the Data Subject Request.
- (f) promptly carry out a request from the Buyer to amend, transfer or delete any of the Buyer Personal Data necessary to allow the Buyer to comply with its responsibilities as Controller;
- (g) promptly notify the Buyer about any legally binding request for disclosure of Buyer Personal Data by a law enforcement authority;
- (h) promptly delete or return all Buyer Personal Data to the Buyer at Buyer’s choice, after the end of the provision of any services involving the Processing of Buyer Personal Data and delete and procure the deletion of all copies of the Buyer Personal Data unless applicable laws would require storage of the Buyer Personal Data (only to the extent and for such period as required by applicable laws and Seller shall at all times ensure the confidentiality of Buyer Personal Data);
- (i) permit Buyer and/or its designated representative at any time upon reasonable written notice, to have access to the Seller’s premises, systems, equipment and other materials and data Processing facilities for inspection or audit purposes to monitor compliance with the Seller’s obligations under these Conditions and shall allow for and contribute to such audits and inspections. Such inspection shall not relieve Seller of any of its obligations.
- (j) make available to the Buyer all information necessary to demonstrate compliance with the obligations laid down in this Clause 18.1 and applicable Data Protection Laws; and
- (k) maintain written records of all the categories of Processing carried out by the Seller on behalf of the Buyer, including the name and contact details of any sub-processor, the Processing activities carried out by each sub-processor and any transfers of Buyer Personal Data.
- (l) not process the Buyer Personal Data anywhere outside the EEA without the prior written consent of the Buyer (and subject then, in the event of any transfer outside the EEA, to the execution of any document or agreement which, in the reasonable opinion

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of the Buyer, is required in order to lawfully effect any such transfer of Buyer Personal Data).

- (m) where the Seller sub-contracts any of its obligations under this Clause 18, with the consent of the Buyer, it shall do so only by way of written agreement with the Sub-processor which imposes the same obligations on the Sub-processor as are imposed on the Seller under this Clause 18. In any event, the Seller shall be liable for the acts and omissions of its agents, personnel and Sub-processors as if they were its own acts and omissions.
- (n) shall promptly (but in any event within 24 hours of discovery) notify the Buyer by telephone and e-mail when there is, or the Seller reasonably believes that there is, a Personal Data Breach and shall provide the Buyer with sufficient information to allow the Buyer to meet any obligations to report to the Regulator or inform Data Subjects of the Personal Data Breach under the Data Protection Laws. The Seller shall cooperate with the Buyer and take such reasonable commercial steps as are directed by the Buyer to assist in the investigation, mitigation and remediation of each such Personal Data Breach. The Seller shall mitigate any harmful effect that is known to the Seller of a use or disclosure of Buyer Personal Data in violation of these Conditions or in connection with a Personal Data Breach and shall not disclose to third parties any information about a Personal Data Breach involving Buyer Personal Data without prior written and express permission of the Buyer for such disclosure.
- (o) shall, at no additional cost to the Buyer, to the extent applicable, provide the Buyer with all resources and assistance as required by the Buyer for Buyer to discharge its duties pursuant to Clause 35 and 36 GDPR including, but not limited to, promptly at the request of the Buyer providing information in respect of any data protection impact assessment which the Buyer conducts.

18.2 Nothing within this Clause 18 relieves the Seller of its own direct responsibilities and liabilities under the GDPR as the Processor, to the extent applicable.

19 ERRORS

19.1 The Seller will immediately notify the Buyer in writing of any error, omission, deficiency, ambiguity or contradiction in an Order and will not commence or continue with supply of the Work until written clarification from the Buyer has been obtained.

20 LAW AND LANGUAGE

20.1 An Order and these Conditions will be governed and construed in all respects in conformity with the laws of Dubai.

20.2 Any dispute arising out of or in connection with an Order and these Conditions (a "**Dispute**"), including any question regarding its existence, validity or termination, or relating to any non-contractual or other obligation arising out of or in connection with an Order and these Conditions or the consequences of its nullity, will be referred to and finally resolved by the courts of the Dubai International Financial Centre, Dubai, UAE which will have exclusive jurisdiction to settle such Dispute.

20.3 All documentation provided by the Seller in connection with an Order will be in the English language.

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20.4 The United Nations Convention on Contracts for the International Sale of Goods will not apply to these Conditions.

21 NOTICES

21.1 Notices will be validly given if sent by email, or couriered delivery to the respective addresses of the parties stated on an Order or to any address subsequently notified in writing by one party to the other.

22 ENTIRETY

22.1 Subject to Clause ~~22.221.2~~, an Order and these Conditions together constitute the entire agreement between the parties and supersedes all prior agreements and understandings (whether written or oral) in regards to the Work in an Order.

22.2 Where the Seller and the Buyer have entered into a written agreement in relation to the subject matter of an Order, that written agreement will supersede these Conditions in relation to such an Order. These Conditions will only govern other engagements between the Seller and the Buyer to the extent such written agreement does not already cater for such Orders.

23 WAIVER

23.1 A failure or delay in exercise or partial exercise of a right arising from a breach of any provision of these Conditions or an Order is not to be regarded as or relied upon as a waiver of that right.

24 CONFIDENTIALITY

24.1 Each party undertakes that it will not at any time disclose to any person any information disclosed to it by the disclosing party that would be regarded as confidential information by a reasonable business person including but not limited to information relating to the: (a) business, affairs, customers, clients, suppliers, employees, plans or market opportunities, and (b) operations, processes, product and services information, pricing, know-how, designs, trade secrets and proprietary software of the disclosing party, except as outlined below and it will use the disclosing party's confidential information only to perform its obligations under these terms and conditions.

24.2 Each party may disclose the other party's confidential information to its employees, officers, representatives, sub-contractors or advisers who need to know such information for the purposes of carrying out the party's obligations under these Conditions. Each party will ensure that its employees, officers, representatives, sub-contractors or advisers to whom it discloses the other party's confidential information comply with this clause and as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.