

QPMC PURCHASE ORDER (P.O.) TERMS AND CONDITIONS

PO No. _____

1. ORDER ACKNOWLEDGMENT

Unless otherwise specified, this Purchase Order is subject to the QPMC Standard Procurement Terms and Conditions. The terms, conditions and limitations set forth in this Order Acknowledgment can be modified, altered or added only by a subsequent written instrument addressed officially to QPMC, Procurement Department duly signed by the Supplier/Vendor or his authorized representative. Upon mutual agreement of both parties, a notice to change the P.O. will be issued and the orders must be acknowledged in writing within two (2) days of receipt of P.O.

2. PRICE

Unless expressly provided otherwise, all prices as stated in the Purchase Order are firm and are not subject to adjustment by reason of any change in the costs incurred by the Supplier/Vendor.

3. DELIVERY INSTRUCTIONS

- 3.1 Delivery dates and quantities of materials and services shall be as set out in the Purchase Order. Supplier/Vendor acknowledges that delivery times and quantities are of the essence and QPMC may reject and/or return, at vendor's expense, any delivery of materials or services received before or after the delivery date or in excess of the quantity specified in the Purchase Order;
- 3.2 Materials delivered to locations other than the designated company warehouse should be properly received by the company's authorized representative, name of whom shall be supplied by QPMC, Procurement Department;
- 3.3 For deliveries to company designated forwarding agent, the overseas supplier shall obtain a Forwarder Certificate of Receipt (FCR) and attach the same to the invoice as proof of delivery;
- 3.4 For all the services rendered or work performed, the Supplier/Vendor shall obtain a completion certificate and submit the same with the invoice.

4. PACKAGING AND SHIPPING INSTRUCTIONS

All materials for shipment covered by this Purchase Order shall be suitably, carefully, and appropriately packed, bundled and crated in accordance with standard commercial practice for domestic or export shipment as applicable, and shall also conform with the following instructions:

- 4.1 Materials shall be packed in export packing designed and manufactured to withstand atmospheric conditions, hazard of inland trucking and handling;
- 4.2 Packaging must be suitable for air or ocean shipment;
- 4.3 Overseas supplied materials shall be marked with permanent or fixed labels indicating there in the country of origin as per all applicable custom regulations. Failure to comply with this requirement, the Supplier/Vendor shall bear all cost including the penalties imposed due to non-compliance with the shipment regulation. In case of confiscation of materials by non-compliance with the aforesaid shipment regulations, the Supplier/Vendor shall replace the confiscated materials at no extra cost to QPMC. All packaging and shipment charges shall be inclusive of the purchase price, unless otherwise stipulated in the Purchase Order.

5. INVOICE INSTRUCTIONS

5.1 All Invoices with supporting documents shall be submitted in duplicate and properly addressed to:

QATAR PRIMARY MATERIALS COMPANY
Suhaim Bin Hamad Street, P.O. Box 22095
Qatar First Investment Building
Doha Qatar

- 5.2 Shipping Invoices shall be addressed to the attention of the QPMC Procurement Department;
- 5.3 Payment Invoice shall be addressed to the attention of the QPMC Finance Department;
- 5.4 All invoice payments are made within the agreed payment terms to commence from the date of receipt of the shipping invoice;
- 5.5 For overseas suppliers, the goods delivered to company freight forwarders should be accompanied by the original Chamber of Commerce attested commercial invoice, packing list certificate of the country of origin, and QPMC being the ultimate consignee. All the documents shall be in the name of QPMC. No other names should appear on any of the documents. Descriptions to appear in the invoice delivery must conform exactly to the Purchase Order.
- 5.6 For material supply, all items shall be tagged with QPMC material number along with the manufacturer part number and other applicable specifications. The supply shall conform to the specification and quality requirements set out in the Purchase Order
- 5.7 All deliveries for materials shall be accompanied with copies of relevant material test certificates or certificate of origin or other relevant data as specified in the Purchase Order.
- 5.8 For orders routed to the company designated freight forwarder, the supplier/vendor shall confirm to the freight forwarder or their agent the order status and readiness of materials for collection or delivery.

6. INSURANCE

Except where insurance is arranged by supplier/vendor (e.g. CIF), marine cargo insurance is by QPMC.

7. WARRANTY

Supplier/Vendor warrants that all the supply and materials conform to the specifications, samples or other descriptions furnished or specified in the Purchase Order and shall be free from any defects in the design, performance and workmanship for a period of not less than twelve (12) months after being placed in operation, or eighteen (18) months from the date of delivery, whichever period expires first. Supplier/Vendor shall correct at no cost to QPMC, any such defects in the supply or material in the most expeditious manner possible that is agreeable to QPMC. Supplier/Vendor shall pay any and all freight cost in connection with correcting defects.

8. DELIVERY / LATE DELIVERY

Materials shall be delivered or services shall be performed as per the delivery date specified in the Purchase Order. In the event of delay attributed to the Supplier/Vendor, an amount equivalent to 0.50% per week to a maximum of 10% of the value of the undelivered portion will be deducted from the suppliers pending invoices by way of liquidated damages as specified in the QPMC Standard Procurement Terms and Conditions.

9. EXPEDITING

QPMC reserves the right to check the progress of this order by telephone or any electronic communication and/or personal visits by the QPMC Expediting staff. Please ensure that full and up to date information on progress, including progress with any documentation called for in the order is readily available on demand.

10. ADDITIONAL/EXTRA WORKS

All extra works or materials must not be carried out unless official instructions in writing have been received from QPMC Procurement Department. Any works done without written prior consent shall not be paid.

11. GOVERNING LAW AND JURISDICITON.

This Terms and Conditions are governed and construed in accordance with the laws of Qatar. Any disputes arising out of this Terms and Conditions shall be settled amicably between the parties; upon failure to reach amicable settlement, the dispute shall be referred to the jurisdiction of the competent Courts of Qatar for resolution. The decision of the competent Courts of Qatar shall be final, binding and enforceable.

12. For further inquiries on Procurement, you may write to PDhelpdesk@qpmc.qa.
(To view the PD Terms & Conditions, our website www.qpmc.qa)

Acknowledgement Acceptance by Vendor : _____

Date : _____

(Company Stamp)