



*These General Conditions of Contract for Procurement of Tools, equipment's and materials and services apply to all deliveries of tools, equipment's and materials and services made to the HDDO.*

1. The Supplier shall not use the HDDO's name, branding or logo other than in accordance with the Customer's written instructions or authorization.
2. The Supplier may not assign, transfer, charge, subcontract, novate or deal in any other manner with any or all of its rights or obligations under the Contract without the HDDO's prior written consent.
3. Any notice under or in connection with the Contract shall be given in writing to the address specified in the Order or to such other address as shall be notified from time to time. For the purposes of this Condition, "writing" shall include e-mails.
4. If any court or competent authority finds that any provision of the Contract (or part of any Provision) is invalid, illegal or unenforceable, that provision or part provision shall to the extent required, be deemed to be deleted, and the validity and enforceability of the other provision of the contract shall not be affected
5. Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by both parties.
6. All tools, equipment's and materials shall be delivered to the agreed place of delivery as stated in the Contract, at the Supplier's risk of loss or damage to the tools equipment's or materials until delivery, unless otherwise provided for in the Contract.
7. The Supplier warrants that the tools, equipment's and materials are pack in a manner adequate to protect the tools, equipment's and materials while in transit.
8. HDDO has the right to inspect the tools, equipment's and materials at the point of delivery for conformity to specifications. Any inspection carried out by the HDDO, or its representatives, or any waiver thereof shall not prejudice the implementation of other relevant provisions of this contract concerning obligations subscribed by the Supplier.
9. In the case of tools, equipment's and materials purchased on the basis of specifications or samples or both, the HDDO shall have the right to reject the tools, equipment's and materials or any part thereof if they do not conform with the specifications of the Contract in the opinion of the HDDO or is not delivered in due time. The HDDO shall have the right to reject the tools, equipment's and materials in the event that the packing is not in accordance with the terms of the Contract. Tools, equipment's and materials or any part thereof in the HDDO's possession which have been rejected by the HDDO must be removed at the Supplier's expense within such period as the HDDO may specify in its notice of rejection. After such notice has been dispatched to the Supplier, the tools, equipment's and materials or any part thereof will be held at the latter's risk. Should the Supplier fail to remove the tools, equipment's and materials as required by the notice of rejection, the HDDO may dispose of them, without any liability to the Supplier whatsoever, in such manner as it deems fit.
10. The Supplier warrants upon delivery and for a period of twenty four (24) months from the date of delivery that tools, equipment's and materials purchased under this Contract will conform in all material aspects to the



applicable manufacturer's specifications for such tools, equipment's and materials and will be free from material defects in workmanship, material and design under normal use. The warranty does not cover damage resulting from misuse, negligent handling, lack of reasonable maintenance and care, accident or abuse by anyone other than the Supplier.

11. The Supplier shall invoice and the terms of payment shall be ten (10) working days after presentation of an invoice and signed Waybills/Packing List showing delivery has been made.
12. In case the Supplier fails to comply with any term of the Contract, including but not limited to failure or refusal to make deliveries within the time limit specified, he shall be liable for all damages sustained by the HDDO, and the HDDO may procure the tools, equipment's and materials from other sources and hold the Supplier responsible for any excess cost occasioned thereby. The HDDO may collect damages from the Supplier in lieu of purchasing the tools, equipment's and materials from other sources. The HDDO may by written notice terminate the right of the Supplier to proceed with deliveries or such part or parts thereof as to which there has been default, or if any delivery is late, the HDDO may cancel such delivery or the entire Contract.
13. When specifically requested by the HDDO, a bank guarantee from a well reputed bank acceptable to the HDDO in the currency in which the Contract is payable and for an amount to be prescribed by the HDDO shall be obtained by the Supplier at his expense and deposited with the HDDO before conclusion of the Contract. In the event of any loss, damage and/or extra costs incurred by the HDDO by reason of the Supplier's default, negligence or failure to perform the terms and conditions of the Contract or any part thereof, that part of any such loss, damage and/or extra costs which is represented by the full or by any lesser amount of such guarantee shall be immediately and initially reimbursable to the HDDO from such guarantee without prejudice to its right to hold the Supplier liable for the full amount of such loss, damage and/or extra cost. The guarantee shall be valid for a period of not less than 30 days after the date of arrival at destination of the last specified delivery.
14. No changes in or modifications to this Contract shall be valid unless confirmed in writing by both parties.

Name of Supplier:

Authorized Sign:

Date: