



## **General Purchase Order Terms & Conditions**

**Document Reference No.: PTC-PO-TC-001**

**Issue Date: 01-01-2025**

**Revision: 01**

### **1. Scope & Order Acceptance**

- 1.1 These Terms & Conditions apply to all purchase orders issued by the Company ("Buyer").
- 1.2 The Supplier must confirm acceptance of the Purchase Order (PO) in writing before it becomes binding.

### **2. Pricing**

- 2.1 Prices stated in the PO are firm and exclusive of VAT, customs duties, insurance, transport, and packing unless otherwise specified.
- 2.2 No additional charges or price variations shall be accepted without prior written approval from the Buyer.

### **3. Payment Terms**

- 3.1 Payments shall be made in UAE Dirhams (AED) within the agreed credit period (normally 30 days from invoice date), unless otherwise stated.
- 3.2 Late payments may be subject to interest at the rate specified in the PO.

### **4. Delivery & Logistics**

- 4.1 Delivery must be made in accordance with the specifications, schedule, and delivery terms mentioned in the PO.
- 4.2 All goods must comply with applicable UAE standards and regulatory requirements.
- 4.3 The Supplier must immediately notify the Buyer of any anticipated delays.

### **5. Inspection & Quality Assurance**

- 5.1 Goods supplied must meet the specifications, samples, and industry quality standards.
- 5.2 The Buyer reserves the right to inspect goods at the Supplier's premises or upon delivery.
- 5.3 Nonconforming or defective goods may be rejected and returned at the Supplier's risk and cost.

### **6. Risk & Title**

- 6.1 Risk of loss or damage remains with the Supplier until delivery and acceptance by the Buyer.
- 6.2 Title to goods passes to the Buyer only upon full payment.

### **7. Warranties & Indemnities**

- 7.1 The Supplier warrants that goods are free from defects, of merchantable quality, and suitable for their intended purpose.
- 7.2 The Supplier shall indemnify and hold harmless the Buyer against all claims, damages, or expenses arising from defective goods, negligence, or intellectual property infringements.



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### **8. Cancellations & Variations**

8.1 The Buyer reserves the right to cancel or amend a PO, subject to reasonable notice.

8.2 Any variation or cancellation requested by the Supplier must be agreed to in writing by the Buyer.

### **9. Packing & Transport**

9.1 Goods must be adequately packed to prevent damage during handling and transportation.

9.2 Any loss or damage caused by improper packing shall be the Supplier's responsibility.

### **10. Force Majeure**

10.1 Neither party shall be liable for delays or failures due to causes beyond their reasonable control, including but not limited to natural disasters, strikes, or government restrictions.

### **11. Compliance with Law**

11.1 The Supplier shall comply with all applicable laws and regulations of the United Arab Emirates, including VAT, product safety, and labor laws.

### **12. Termination**

12.1 The Buyer may terminate the PO, in whole or in part, if the Supplier fails to comply with its terms, delays delivery, or supplies defective goods.

12.2 The Buyer may also terminate for convenience with reasonable notice.

### **13. Governing Law & Jurisdiction**

13.1 These Terms & Conditions shall be governed by and construed in accordance with the laws of the United Arab Emirates.

13.2 Any disputes shall be subject to the exclusive jurisdiction of the courts of United Arab Emirates.

### **14. Entire Agreement**

14.1 The PO together with these Terms & Conditions constitutes the entire agreement between the Buyer and the Supplier and supersedes all prior communications.