

AANEX C (Supplier General Terms and Conditions of Contract)



These General Conditions of Contract for Procurement of Goods and services apply to all deliveries of goods and services made to the AABRAR.

1. The Supplier shall not use the AABRAR'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 a ny or all of its rights or obligations under the Contract without the AABRAR'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 goods shall be delivered to the agreed place of delivery as stated in the Contract, at the Supplier's risk of loss of or damage to the goods until delivery, unless otherwise provided for in the Contract.
7. 3.1 The Supplier warrants that the goods are packaged in a manner adequate to protect the goods while in transit.
8. AABRAR has the right to inspect the goods at the point of delivery for conformity to specifications. Any inspection carried out by the AABRAR, 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 goods purchased on the basis of specifications or samples or both, the AABRAR shall have the right to reject the goods or any part thereof if they do not conform with the specifications of the Contract in the opinion of the AABRAR or is not delivered in due time. The AABRAR shall have the right to reject the goods in the event that the packing is not in accordance with the terms of the Contract. Goods or any part thereof in the AABRAR's possession which have been rejected by the AABRAR must be removed at the Supplier's expense within such period as the AABRAR may specify in its notice of rejection. After such notice has been dispatched to the Supplier, the goods or any part thereof will be held at the latter's risk. Should the Supplier fail to remove the goods as required by the notice of rejection, the AABRAR 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 goods purchased under this Contract will conform in all material aspects to the

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applicable manufacturer's specifications for such goods 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 AABRAR, and the AABRAR may procure the goods from other sources and hold the Supplier responsible for any excess cost occasioned thereby. The AABRAR may collect damages from the Supplier in lieu of purchasing the goods from other sources. The AABRAR 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 AABRAR may cancel such delivery or the entire Contract.
13. When specifically requested by the AABRAR, a bank guarantee from a well reputed bank acceptable to the AABRAR in the currency in which the Contract is payable and for an amount to be prescribed by the AABRAR shall be obtained by the Supplier at his expense and deposited with the AABRAR before conclusion of the Contract. In the event of any loss, damage and/or extra costs incurred by the AABRAR 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 AABRAR 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: _____