

**Element Materials Technology ME Limited LLC**  
**Purchasing Terms and Conditions**

**1 GENERAL**

- a. In these Conditions “Applicable Law” means legally binding laws, decrees, directives, ministerial decisions, regulations, rules/orders issued by any government, quasi-governmental, ministry or other regulatory departmental body or authority of Sultanate of Oman, “Buyer” means Element Materials Technology ME Limited LLC, a member of the Element Materials Technology Group; “Supplier” means the supplier indicated on the Order; “Goods” means the goods or other materials stated on the Order and any necessary ancillary goods or materials; “Services” means the services stated on the Order and any necessary ancillary services; “Company” means Element Materials Technology ME Limited LLC and any of its subsidiary companies (within the meaning of the Commercial Companies Law (Royal Decree RD No.4/74 and its amendments)) ; “Contract” means the contract (incorporating these Conditions and the Order) made between the Buyer and the Supplier for the sale and purchase of the Goods and/or the Services; “Order” means the Buyer’s order for the Goods and/or the Services from the Supplier; “Supplier’s Warranties” means those warranties as set out in clauses 5a, 5b and 5c.
- b. The Order constitutes an offer by the Buyer to purchase Goods and/or Services from the Supplier in accordance with these Conditions. The Order shall be deemed to be accepted on the earlier of:
  - i. the Supplier issuing written acceptance of the Order; or
  - ii. any act by the Supplier consistent with fulfilling the Order,at which point and on which date the Contract shall come into existence.
- c.

- own risk and treat with the highest degree of care and skill accepted within the trade all items or other materials of the Buyer (if any) provided to the Supplier for or in connection with the supply of the Goods; and
- iii. the Goods shall comply with the Applicable Law, standards and regulations (and with any collection, quantity or other requirements stated on the Order) concerning the manufacture, packaging, labelling, storage, handling and delivery of the Goods, and with all relevant Health and Safety and Environmental regulations, European and British Standards and with best accepted industry standards
- b. In the case of the Services the Supplier warrants to the Buyer that:
- i. the Services shall, on completion of their provision to the Buyer, comply with the agreed specification or, if none, with the Supplier's standard specification and with any description or demonstration and shall otherwise be the best of their kind provided in the trade and be to the Buyer's reasonable satisfaction;
  - ii.

