

## STANDARD TERMS AND CONDITIONS

### **Definitions:**

In these General Terms and Conditions, the following definitions shall apply:

- "The First Party" shall mean Enova Facilities Management Services LLC, its subsidiaries and affiliates in all Countries;
- "The Second Party" shall mean the Company, Firm or Individual providing Goods and/or Services to the First Party and who by a Purchase Order or otherwise has formed a contract with the First Party for such provision;
- "The Purchase Order" PO shall mean any document or instruction, or request issued by the First Party to the Second Party defining the Goods and/or Services to be provided, together with any other requirements, documents listed or referred to, and these terms and conditions.

These General Terms and Conditions are the commercial terms of purchase of Goods and/or Services by the First Party and apply to all purchases of Good and/or Services by the First Party from the Second Party.

The First Party's acceptance of Goods and/or Services is expressly limited to and conditioned to the Second Party's acceptance of these terms and conditions.

### **A. SECOND PARTY'S COVENANTS & DUTIES**

#### **1) Acceptance**

The Second Party acknowledges and agrees that these Terms and Conditions incorporated herein are part of this Purchase Order and any other following variations, order, change, instruction whether expressed in written form or any other tangible form related to the supply of the Goods/Services subject to this PO.

#### **2) Execution of the Services**

The Second Party shall execute the Services as defined in the PO content and its Annexure. In a skilled and professional manner, and in accordance with the Health and Safety Policy specified by the First Party in the PO content and its Annexure. The Second Party undertakes to obtain all the necessary permits and licenses to execute the Services or deliver the Goods as per the applicable Laws. The Second Party shall provide the necessary documents to ensure that the persons doing work are competent on the basis of appropriate education, training, or experience.

If the Second Party fails to deliver the Goods or Services by the delivery date agreed by the First Party, the Second Party shall pay to the First Party a penalty amount of 1% of the non-supplied value of the Purchase Order for each week of the delay (or pro rata portion thereof) up to a maximum of 10% of the total value of the Purchase Order.

#### **3) Key Performance Indicators (KPI) and Service Level Agreement (SLA)**

The service debits will form part of this Agreement should the Second Party fail in meeting its KPI and SLA in accordance with PO content and its Annexures.

#### **4) Reports**

The Second Party shall keep-up-to-date- log book records of Services performed which shall be available for inspection by the First Party at any time. The Second Party shall provide the First Party with a monthly report during the Term in accordance with the PO and its Annexure.

#### **(5) Insurance**

The Second Party shall always, procure and maintain, at its expense, the types of insurance set out below and produce its originals to the First Party for inspection upon the First Party's request at any time:

(a) Workmen's Compensation that shall cover all the Second Party's employees, technicians' employees and staff engaged in provision of the Services.

(b) Comprehensive Public Liability Insurance covering the Site, for Arab Emirates Dirham 5 million or its equivalent in the lawful currency of the Territory, per incident.

Notwithstanding the existence or otherwise of such insurance, the Second Party shall be solely and exclusively liable for all injury, death, loss or damage:

(c) arising during or out of the Services and occasioned to:

- any of the Second Party's technicians, employees or staff or to its/their property;
- any of the First Party's employees or its/their property;
- any third party on the Site or to their property.
- (d) arising out of any or all causes and occasioned to any of the employees, technicians or staff of the Second Party or to its/their property.

#### **(6) Compliance with the First Party's Policies and Procedures.**

The Second Party undertakes to comply with the Policies, Procedures and Forms to the Agreement in accordance with the PO and the Annexure A.

#### **(7) Business Continuity**

Business Continuity means the ability of the organization to continue its prioritized activities at predetermined level after the occurrence of a disruptive incident.

The Second Party shall provide a Business Continuity Plan within 7 days from the date of the Agreement.

#### **(8) License and Permits**

The Second Party represents and warrants that it has and shall maintain throughout the Agreement all necessary approvals, licenses, permits, certificates and/or consents to carry out the Services under the local jurisdiction.

#### **(9) Personal Data**

The Second Party shall access and use Personal Data only to the extent necessary to perform its obligations under this PO. To the extent, any Personal Data enters the Second Party's possession for any reason; it shall keep Personal Data logically segregated from all other data (including the Second Party's own data and the data of any other customer of the Second Party).

The Second Party shall not use Personal Data to solicit any business for any of the First Party's products or Services.

Personal Data means all data, information, text, drawings, records, documents and other materials embodied in any medium (including any electronic, optical, magnetic or tangible medium) relating to an individual which directly or indirectly identifies such individual, including the First Party and any of the First Party's affiliates' and employees and which identify, directly or indirectly, an individual.

#### **(10) Compliance with Laws**

The Second Party and any of its employees, agents, shall comply with any applicable laws, acts, rules, regulations, guidelines of the country of Origin and Destination of that relate to the manufacturer, labeling, transportation, importation, exportation, licensing, approval, performance, and or certification of the Goods \Services.

### **B. FIRST PARTY'S COVENANTS AND DUTIES**

#### **1) Access to the site**

The First Party shall provide the Second Party the right of access to and exit from the common areas of the Property during normal business hours and as may be reasonably necessary to perform the Services.

#### **2) Payment**

The First Party shall pay the Second Party the amount specified in the LPO within 90 days of the invoice receipt or what is specified in the PO content. The invoice should be supported by records and documents, and in compliance with the applicable VAT requirement.

#### **3) Benchmarking**

The Client and or The First Party have the right to benchmark the Services and the Second Party's price and revise it accordingly, in the event of any substandard performance by the Second Party.

The Second Party needs to provide any requested information in this respect without any objection whatsoever.

#### **(4) Term and termination**

(a) The duration of the Agreement shall be for such period as specified in the PO.

(b) The First Party shall have the right to terminate the PO at any time during the Term, without cause, upon giving a 30 (thirty) days written notice to the Second Party. In the case of Goods, the Termination can be immediately. In the event of the First Party exercising such a right, or was based on the Client request, the Second Party shall have no claim for compensation against the First Party, however the Second Party shall be entitled to receive the fee for the executed Services as per the agreed contractual terms.

During the Term, either Party may terminate the PO if the other Party commits a material breach of its obligations ("Default") and fails to remedy such breach within 7 days of receiving a written notice of default; in this case, termination shall take effect 15 days after receipt by the defaulting Party of a termination notice.

### **C. CONSEQUENCES OF TERMINATION**

Upon expiry or earlier termination of the Agreement, the Second Party shall:

- (a) Complete any Services being currently undertaken by it during the notice period unless requested otherwise.
- (b) At its own cost and expense, remove all its equipment used for provision of the Services at the Site.
- (c) Compensate the First Party for any damage caused due to his default in line with clause H.

#### **D. PARTIAL INVALIDITY**

If any one or more phrases, sentences, clauses, or paragraphs contained in the Agreement shall be declared invalid by the final and unappealable order, decree or judgment of any court, the Agreement shall be construed as if such phrases, sentences, clauses or paragraphs had not been inserted in the Agreement.

#### **E. INTELLECTUAL PROPERTY**

Nothing alters the Second Party's ownership of any intellectual property it owned prior to this LPO. The First Party will own all materials delivered ("the Materials") and all intellectual property created by the Second Party in performing its obligations under this Agreement. The Second Party agrees to supply the First Party with the Materials on termination of this Agreement.

#### **F. ASSIGNMENT**

The First Party shall have the right to assign its rights and obligations under the Agreement to any third party. The Second Party shall not assign its rights or obligations under the Agreement without the prior written consent of the First Party. However, the Second Party shall remain fully liable for the acts of his agents in case of such assignment /subcontracting.

#### **G. WAIVERS**

No delay, waiver, omission on the part of each Party to exercise any right, arising out of any breach or default by the other Party shall constitute a waiver to enforce any such right, option, duty, or power as against the defaulting Party.

#### **H. INDEMNIFICATION**

The Second Party shall fully and effectively indemnify and keep indemnified the First Party from or against all damages, losses, claims, demands, expenses, costs and liabilities which the First Party may at any time incur as a result of any breach by the Second Party of its duties and obligations under the Agreement or any neglect or misconduct on the part of the Second Party or any of its employees, staff or technicians.

#### **I. REMDIES AND INJUNCTIVE RELIEF**

The rights and remedies reserved to the First Party under this PO are cumulative with , and in addition to and without prejudice to, all other and further remedies to the or rights of the First Party in law or equity. In addition to that , the Second Party recognizes that money might not be damages would not be a sufficient remedy for any actual , anticipatory or threatened breach of this PO by the Second Party and that in addition to all other rights and remedies which the First Party might have , the First Party shall be entitled to specific performance and injunctive or other equitable relief as a remedy for any such breach.

#### **J. CONFIDENTIALITY**

Each Party shall treat as strictly confidential and shall not disclose all or any information received or obtained because of entering or performing the Services relates to the other Party or any aspect of its business or operations or is clearly identified as being confidential.

#### **K. NOTICES**

Any notice required or permitted by the Agreement to be given by either the First Party or the Second Party to the other shall be addressed at addresses mentioned in the Agreement.

#### **L. AUDITS RIGHTS**

The Second Party grants and shall ensure a right of access to relevant the Second Party personnel, systems and service records (which may be direct or indirect) and any other information where the First Party or the First Party's Client reasonably consider necessary to assess any aspect of performance of this agreement (a Performance Audit). A Performance Audit may be carried out at any time and without prior notice. The scope of a Performance Audit shall be limited to matters relevant to this agreement.

Following an audit, the First Part shall discuss its findings with the Second Party and, if appropriate, the Parties shall agree a plan (including a timetable to implement the plan) to address any concerns identified in the audit (a Remediation Plan). If the audit demonstrates that the Second Party is failing to comply with any of its obligations under this agreement, then, without limiting the First Party's other rights and remedies, the Second Party shall comply with the Remediation Plan and shall take all other necessary steps to remedy its failure and subsequently comply with its obligations at no additional cost or expense to the First Party. If the Parties fail to agree on a Remediation Plan, the matter shall be dealt with in accordance with the Dispute Resolution Procedure.

The performance of an audit in relation to any matter shall not be deemed to be acceptance or approval of that matter.

#### **M. WARRANTY**

The Second Party warrants and guarantees to the Company, its successors, assigns, and customers that the Goods and/or Services covered by this Purchase Order shall: (a) be to the approval of the Company, in its absolute and sole discretion; (b) shall be fit and sufficient for the purpose for which they are intended; (c) conform to all samples, descriptions, brochures and manuals furnished by the Second Party to the Company; (d) be merchantable; (e) be of good material and workmanship; and (f) be free from defect. If any Goods are reasonably determined to fail to conform to the warranties in this Purchase Order, the Second Party shall reimburse the Company for all losses, costs and damages caused by such nonconforming Goods

#### **N. GOVERNING LAW and DISPUTE RESOLUTION**

The Agreement and all obligations of the First Party and the Second Party shall be governed in accordance with the applicable laws of the country of the Services execution.

Any dispute or difference of any kind between the Parties in connection with or arising out of this agreement or the breach, termination or validity hereof shall be referred by either Party to the representatives of each Party for resolution. If the dispute or difference cannot be resolved by the representatives within 14 days after the dispute or difference has arisen, either Party may give written notice to the other Party that a dispute has arisen. If the dispute is not resolved by agreement in writing between the Parties within 14 days after the date of the notice, the dispute shall be resolved in accordance with the rules of the competent courts of the place of Services execution.

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**ANNEXURE A: First Party's Policies and Procedures**

**A. HSE Compliance Clause for the Second Party**

1. The Second Party shall deliver the Services in accordance with UAE's current Environmental, Health and Safety Management System Regulatory framework and Employer's HSE Management System.
2. All employees deployed by the Second Party have to undergo the HSE Inductions by Employer's HSE/Site Operations team.
3. The Second Party shall ensure that its employees comply fully with any safety, fire, emergency and security procedures and policies applicable at client premises. Should employer at any time believe that any of the service provider's employees are failing to comply with any such policies or procedures. Enova shall refuse such employee's access to the relevant property and shall require the Second Party to replace such employees.
4. The Second Party's safety management system should include Method Statements, Risk Assessments and all necessary documents to establish adequate control measures for the risks associated to the work. The risk assessments shall be prepared specific to the job and not generic. This should be submitted and approved by Employer's HSE Team, prior to the start of any major activities.
5. To deal with the HSE violations by the Second Party's team while working at sites, the QHSE penalty procedures will be applicable as follows;

Sl. No	Type of Warning	Consequences
1	First/Verbal warning	A repeat of this, or a similar offence will lead to the issue of a second/written warning.
2.	Second/Written warning	The Service Provider's management will be notified officially through a warning letter which details the HSE violations and requiring the preventive actions.
3.	Third/Financial implications	For the third time violation and all the further breaches, a penalty of maximum up to 5% deduction on the contract value for each violation.

6. Should any fines be imposed on the Employer by the client due to the unsafe acts or violations by the Second Party, this will in turn be levied on the Second Party
7. The Second Party acknowledges that they accept the health and safety accountability for its employees and its activities while visiting the client premises for any works as stipulated in the contract.

**B. Corruption and Conflict of Interest**

Enova has established an anticorruption code of conduct and expects its Second Party to take equivalent commitments, notably:

- Establish reasonable statutory processes and measures (provided by the law) to inhibit and prevent corruption.
- Adopt legitimate and fair business practices (methods and means generally recognized as consistent with good practices in the profession, in compliance with the law).
- Select The Second Party after conducting an appropriate due diligence.
- Ensure the adoption of exacting standards of conduct in order to prevent and avoid situations of conflict of interest.

The commitments of the Second Party may be monitored on a daily basis through an evaluation system.

**C. Compliancy with Competition law**

Enova has established a competition law compliance Program and expects its Second Party to take at least equivalent commitments, notably:

- Arrangements or practices between companies that could be detrimental to competition;
- Abusive conduct from of a Company that occupies a dominant position in a market.

The Second Party must freely determine its business and industrial policy, as well as its prices, without sharing any commercially sensitive information with competitors (especially in the context of professional meetings, association meetings or benchmark meetings).

**D. Human Rights and fundamental Labor Rights**

➤ **Non Discrimination**

Enova prohibits all practices that constitute discrimination or harassment.

The Second Party must guarantee equality of opportunity, respect for diversity and recognition of the talents of every individual in an environment where harassment, abuse or any other form of treatment contrary to respect for human dignity are prohibited.

➤ **Child Labor**

In accordance with the commitments made on the basis of the fundamental principles of the ILO and the United Nations Global Compact, Enova strictly prohibits the labor of children who have not reached the legal working age. This applies throughout the entire value creation chain, regardless of the country where the Services are performed.

In its Ethics Guide, Enova confirms this position and extends it to the criteria for the selection of its The Second Party through a sustainable development clause.

➤ **Forced/Compulsory Labor**

Enova prohibits forced or compulsory labor of any kind whatsoever: servitude, trafficking, slavery, or the retention of migrants or illegal workers by unlawful means.

The work must be carried out voluntarily in exchange for legal compensation and without exposure to threats or actual criminal sanctions or penal proceedings, violence, detention, the withholding of identity documents or the suppression of legal rights or privileges.

Workers must be free to consent to a job and to resign in accordance with applicable laws and regulations and collective bargaining agreements.

➤ **Working Conditions**

Enova requires its Second Party to comply with regulations and rules of labor law that apply in each of the countries where Enova operates: standards governing health, social and security benefits, in order to benefit of a safe and healthy environment.

Every employee must be treated fairly and with dignity.

➤ **Salaries and Employee Benefits**

The Second Party must ensure that the compensation paid to their employees complies with all the laws applicable regarding salaries (minimum wage, overtime, etc.).

If the laws and regulations do not specify a minimum wage, The Second Party must compensate their employees in accordance with the minimum current rate salary on the market for the position concerned.

It is important to note that for countries not covered by legislation, Enova requires its Second Party to control the impact of their activities. To this end, the Second Party undertakes to establish measurement and control systems and, in general, to pay particular attention to the inherent risks relating to health, safety the environment.

The Second Party's commitments on these matters will be defined in contractual clauses<sup>1</sup> between the Second Party and Enova and may also be monitored on a daily basis by means of an evaluation system.

**E. Environment**

Environmental and social concerns form an essential part of Enova's procurement policy from the very beginning of the Second Party selection phase. For this purpose, Enova expects The Second Party to conduct an analysis that takes into account the notion of global cost.

This is used to define a long-term vision of the economic, environmental and/or social aspects of a purchase. The product is returned to its environment in accordance with its functions and life cycle. In particular, this vision enables it possible to integrate The Second Party's innovation and to identify opportunities for optimizations.

Through this clause, the Second Party undertakes to comply with the applicable rules (local, national, international) regarding the protection of the environment, to take the necessary actions to limit the impact of its activity on the environment, and to establish an environmental management system.

**F. Taxes**

Enova's Second Party are all companies who file their returns and pay their taxes in the place of their operations.

**G. CSR**

For this purpose, Enova expects its The Second Party to comply with the rules of ethics and social security law, to take care of environment protection, and to inform Enova of the current status of their actions regarding sustainable development, undertaking to update them on an annual basis.

If necessary, buyers may request The Second Party to take corrective actions, conduct evaluations (in the form of questionnaires and/or evaluations conducted by Enova or third parties), and to undergo audits performed by internal teams or by external providers or third-party bodies.

The Second Party's commitments on these matters will be defined in a contractual<sup>1</sup> clause between the Second Party and Enova, and this document will be supplied via the e-sourcing process when a tender is opened.