



## GENERAL POULTRY COMPANY B.S.C. ©

### Standard Terms and Conditions of Purchase Order – Suppliers

LPO # \_\_\_\_\_

Date \_\_\_\_\_

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**These terms and conditions apply to sellers engaging with General Poultry Company B.S.C.(C), who are not a party to a current contract with Buyer.**

#### **1. Acceptance and conflict of terms**

The terms of this Purchase Order ('Order') constitutes an offer to purchase. Seller's commencement of work, shipment of the described goods, performance of the described services, or issuance of a sales acknowledgement shall be deemed an acceptance of this Order. This Order expressly limits acceptance to the terms set forth herein. No terms stated by Seller in accepting this Order shall be binding upon Buyer if inconsistent with or in addition to the terms stated herein unless accepted in writing by Buyer, and Buyer hereby objects to and rejects any such additional or different terms proposed by Seller. If this Order is deemed to be an acceptance of an offer by Seller, such acceptance is limited to the express terms of this Order and is made conditional on Seller's assent to any additional or different terms in this Order. If, however, a written contract is already in existence between Buyer and Seller covering the purchase of the goods, work, or services covered hereby, the terms and conditions of said contract shall prevail to the extent that the same may be inconsistent with the terms and conditions hereof.

#### **2. Price**

The goods, work, or services shall be billed at the price as specified in the purchase order. Amounts payable by Buyer under this Order will be paid 30 (Thirty) days after the date upon which buyer receives the invoice.

#### **3. Warranties**

Seller represents and warrants that:

- a. The Seller is licensed, registered, or qualified under local law, regulations, policies, and administrative requirements to do business and, to the extent required by applicable law, has obtained licenses, consents, authorizations or completed such registrations or made such notifications as may be necessary or required by law to provide the goods or services, and providing such goods or services is not inconsistent with any other obligation of the Seller.
- b. All goods supplied hereunder shall be free from defects in material and workmanship and shall be of merchantable quality, shall conform to the Buyer's specifications, and shall be suitable for Buyer's intended uses and purposes to the extent that such uses and purposes are known or reasonably should be known to Seller.

#### **4. Inspection**

All goods supplied hereunder are to be shipped subject to Buyer's examination and right of rejection for a reasonable time after delivery, notwithstanding prior payment, if not as warranted herein, or if not in conformity with Buyer's specifications or, if no specifications are given by Buyer, with standard specifications. All expenses incurred by Buyer as a result of rejections hereunder shall be for Seller's account, and Buyer may return rejected goods at Seller's expense.

#### **5. Insurance and risk**

When performing any work or services at GPC's location, Seller is to carry adequate insurance, covering Worker's Compensation, General Bodily and Property Damage Liability; and Automobile Bodily and Property Damage Liability. The title and risk in goods shall pass to Buyer upon delivery.

#### **6. Contingencies**

Failure of Seller to make, or of Buyer to take, one or more deliveries of goods or performance of work or services hereunder, if occasioned by acts of God, fire, explosion, flood, epidemic, war, acts of governmental authority, civil disturbances, or any other circumstances beyond the control of the parties, or if Buyer's failure is occasioned by a partial or complete suspension of operation at any of Buyer's farms, shall not subject the party so failing to any liability to the other party, but, at Buyer's option the total quantity of goods, work or services covered by the Order may be reduced by the extent of delivery or performance omitted as a result of such contingencies.

#### **7. Packing and shipping**

Seller shall pay all shipping, packing, crating and cartage charges unless otherwise specified in the Order.

#### **8. Termination**

If the Seller defaults in any of its obligations hereunder, becomes insolvent, or has a receiver appointed, or if Buyer believes in good faith that any of such events may occur, Buyer may, at its discretion without prejudice to any other remedy, suspend performance of or terminate the Order.

Termination under this clause, the Seller will not be entitled to any further payment for goods, work or services, regardless of any activities undertaken or agreements with additional third parties entered prior to termination.

#### **9. Governing law**

The Order shall be governed by the laws of the Kingdom of Bahrain and the parties submit to the exclusive jurisdiction of courts of Bahrain

#### **10. Attendance on premises**

In all cases where Seller delivers goods or performs work or services hereunder at the Buyer's location, Seller will comply with all applicable provisions of Local safety, health and security laws and regulations and Buyer's safety and bio-security standards for such location.

### **11. Confidentiality/ Property rights**

Any information or materials provided to Seller by or on behalf of Buyer in connection with this Order shall remain the property of Buyer and Seller shall use such materials solely in connection with this Order. Seller will not disclose or use for any other purpose, any information or materials acquired from or on behalf of Buyer concerning any designs, drawings, specifications, personnel, products or other business operations.

### **12. Indemnification**

Seller agrees to defend, indemnify and hold harmless Buyer against any and all liability, judgments, damages, losses, and expense to the extent occasioned by or resulting from any breach of representation and/or warranty made herein by Seller, or by the failure of Seller to comply with the terms hereof, or by the negligence or willful misconduct of Seller, regardless of whether or not such failure is caused in part by Buyer; provided, however that the Seller shall not have liability under this section to the extent such losses are caused solely by the negligence, recklessness or willful misconduct of Buyer. Buyer shall not under any circumstances be liable for lost profits or any indirect or consequential loss of Seller.

### **13. Assignability**

Seller may not assign this Order without Buyer's prior written consent, and any such assignment without Buyer's consent shall be null and void.

Additional terms and conditions:

- a) Under no circumstance will the Buyer accept any invoice for payment unless the following are provided:
  - (i) Original copy of the Buyer's LPO
  - (ii) The Seller's delivery note number, and proof of delivery
- b) The Seller will be held responsible for any claims arising from defects of materials or workmanship.
- c) The Buyer reserves the right to turn away shipments on dirty/broken or substandard pallets or any goods which are visibly unstable or damaged in any way or of wrong grade/description or where contamination is evident. Acceptable re-supply will be at Seller's expense.
- d) Deliveries will be accepted from Saturday to Thursday, 7.30am to 1.30pm
- e) Material supplied against this Order must comply with the Buyer's material specifications provided.
- f) All packs containing materials must be clean, free from contamination, undamaged and individually identified.