

TERMS AND CONDITIONS OF PURCHASE

DEFINITIONS

In these Conditions

1.1 "Contract" means the contract between DPW and the Supplier for the supply of Goods and/or Services consisting of the Purchase Order and these Conditions.

1.2 "Goods" means all goods supplied by the Supplier to DPW.

1.3 "Purchase Order" means DPW's Purchase Order or any other order for Goods or Services issued by DPW to the Supplier together with any other documents (or part thereof) specified in the Purchase Order and any amendments thereto.

1.4 "DPW" means Integra Port Services N.V. and/ or Suriname Port Services N.V. trading as DP World Paramaribo.

1.5 "Services" means all services supplied by the Supplier to DPW.

1.6 "Supplier" means the person, firm or company supplying Goods or Services to DPW.

GENERAL

2.1 Headings are purely for ease of reference and do not form part of or affect the interpretation of these Conditions.

2.2 Words importing any gender include every gender and words importing the singular number include the plural number and vice versa.

2.3 References to either party herein include references to its successors in title, permitted assignees and novatees.

2.4 If any provision of these Conditions is prohibited by law or judged by a court or other competent tribunal to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from these Conditions and rendered ineffective as far as possible without modifying the remaining provisions of these Conditions, and shall not in any way affect any other circumstances of or the validity or enforcement of these Conditions.

2.5 No variation or addition to these Conditions or the Purchase Order is effective unless and until DPW so agrees in writing.

2.6 The Supplier may not assign, delegate, sub-contract, mortgage, charge or otherwise transfer or encumber any of its rights and obligations under the Contract or these Conditions without the prior written agreement of DPW.

APPLICATION

3.1 These Conditions shall apply to all Contracts and approved quotations entered into by DPW with the Supplier for the provision of any Goods or Services by the Supplier unless and to the extent agreed otherwise by DPW in writing.

3.2 These Conditions shall prevail to the exclusion of any conditions proposed by the Supplier or referred to in any quotation, invoice or other documents or communications by the Supplier.

TITLE AND RISK

4.1 The Supplier warrants that:

- (a) at the date of delivery the Supplier has full, clear and unencumbered title to all the Goods; and
- (b) the Supplier has obtained and shall make available to DPW all licences, clearances, consents and authorisations necessary for the provision of the Goods and Services to DPW;

4.2 Property in the Goods shall pass to DPW once delivery of the Goods has been safely and properly effected.

4.3 The Goods shall remain at the Supplier's risk until delivery has been made. The Supplier shall keep the Goods insured until delivery.

DELIVERY

5.1 The date for the delivery of the Goods and the provision of the Services shall be as specified in the Purchase Order.

5.2 Delivery occurs:

- (a) upon handing over of Goods by the Supplier to DPW at DPW's premises or such place as specified in the Purchase Order and in accordance with the terms of the Purchase Order; or
- (b) where an installation certificate or similar document is required, delivery occurs on handing over of the installation certificate or similar document and in accordance with any other terms of the Purchase Order.

PRICE

6.1 Unless stated otherwise in the Purchase Order the price agreed by the parties for the Goods and Services is a fixed price which includes packing, labelling, carriage, insurance, delivery, installation (if applicable) royalties and licence fees and all other charges, duties and impositions and valued added tax.

6.2 Where the Supplier has incurred any liability to DPW, whether under these Conditions or otherwise and howsoever arising, DPW may set off the amount of such liability against any sum that would otherwise be due to the Supplier which sum shall to that extent be abated.

IMPORTED/EXPORTED GOODS

7.1 Without prejudice to clause 6 hereof, where Goods are supplied across international borders, the Supplier shall:

- (a) promptly complete any declarations and make any applications necessary for the intended supply of the Goods;
- (b) pay any duty, VAT, customs charges or other taxes or imposts payable upon the supply of the Goods;
- (c) promptly obtain any licences, clearances or other consents that are necessary for the supply of the Goods;
- (d) arrange and pay for suitable export packing of the Goods; and arrange and pay for the carriage of the Goods so as to ensure delivery in accordance with clause 5 hereof.

7.2 If the Supplier is unable to comply with its obligations in clauses 7.1 (a) to (c) it must notify DPW prior to entering into the Contract.

PAYMENT

8.1 Unless otherwise agreed by the Parties in writing, DPW will pay for the Goods and Services within 30 days following the end of the month of receipt of a correct tax invoice which specifies the correct Purchase Order number. Value added tax (if applicable) is to be shown separately on all invoices as a net extra charge.

8.2 Unless otherwise agreed between the parties in writing, DPW will pay all sums in Surinamese Dollars.

QUALITY AND DEFECTS

9.1 All Goods and Services must be supplied in accordance with the Purchase Order or such other requirements as notified by DPW to the supplier.

9.2 The Supplier must ensure that all Goods and Services conform to all specifications and samples given by the Supplier or stipulated by DPW and that they are fit for any purpose which DPW has expressly made known to the Supplier or for which they may reasonably be expected to be intended.

9.3 All Services must be carried out with proper and reasonable skill and care and despatch.

9.4 Where Goods are supplied in breach of these Conditions, DPW has the right at its discretion, to demand that the Supplier shall, within a time period agreed to by the parties (or as soon as reasonably practicable in the absence of a specified period) repair or replace any or all of the Goods. DPW's rights under this Clause shall be without prejudice to DPW's other rights to reject the Goods and claim damages and repayment of the price (or any part thereof) whether under these Conditions or otherwise.

9.5 The Supplier shall provide DPW with all documentation which DPW may need to comply with the obligations imposed by "Veiligheidswet 1947" or any similar regulations, rules or requirements. Such documentation shall include, without limitation, material safety data sheets.

9.6 Where required by DPW, the Supplier shall provide independent documentary evidence of the quality of the Goods supplied. Such independent documentary evidence may include (but not be limited to) milling certificates, quality certificates or such other documentation as DPW might require.

INSPECTION

10.1 DPW has the right, but is not obliged, at any time during normal working hours to inspect any Goods or Services which are the subject of the Contract but which have not yet been delivered or completed.

10.2 Inspection of the Goods or Services by DPW does not relieve the Supplier of or otherwise reduce any obligation, responsibility or liability under the Contract or otherwise.

10.3 DPW may use any reasonable means to satisfy itself that the correct materials, workmanship, skill and care are being or have been used.

10.4 If DPW reasonably considers that the Goods or Services are not in accordance with the Purchase Order or otherwise in breach of these Conditions:-

- (a) DPW has the right to instruct alternative suppliers of Goods or Services to complete the work; and
- (b) any increase in cost to DPW of instructing alternative suppliers shall be borne by the Supplier.

WORK ON DPW'S PREMISES

11.1 All personnel appointed by the Supplier or the Supplier's subcontractors or agents working within DPW's premises must report to the person designated by DPW in the Purchaser Order prior to commencing work or to such other person as may from time to time be nominated by DPW.

11.2 Where any Purchase Order requires the Supplier to carry out work on DPW's premises, the Supplier and its employees, sub-contractors and agents working on the premises must:

- (a) observe all relevant statutory rules, regulations, bye-laws and site regulations.
- (b) comply with the reasonable instructions of DPW, their employees or appointed agents.

11.3 All personnel appointed by the Supplier or the Supplier's subcontractors or agents working on DPW's premises must be competent, appropriately trained, courteous and well presented.

11.4 DPW has the right to request the immediate removal from the premises of the Supplier's employees, subcontractors, agents (or the employees of either of them) or anyone under the instruction of the Supplier.

11.5 Entry on to DPW's premises will be subject to the Standard Trading Conditions of DPW. A copy is available on request. The Supplier's attention is drawn to the limits and exclusions of liability therein and the DPW advises the Supplier to arrange insurance accordingly.

11.6 The Supplier shall take all reasonable steps to advise any employees, subcontractors, agents (or employees of either of them) or anyone instructed by or on behalf of the Supplier that entry onto DPW's premises is subject to those Standard Trading Conditions and to supply that party with a copy of those conditions. Moreover, the Supplier shall draw the attention of the relevant party to the limits and exclusions of liability in those Standard Trading Conditions.

11.7 The Supplier shall ensure that the Supplier and any subcontractor or agent of the Supplier arranges and maintains in full force at all times adequate insurance to cover the Supplier (or the subcontractor or agent, as the case may be) for its liabilities arising from or in relation to any work on DPW's premises whether such liabilities arise under the Contract or otherwise.

11.8 The insurance arranged in accordance with clause 11.7 shall be on terms which: (a) provide for a waiver of subrogation for any claims against DPW; and (b) cannot be varied or withdrawn except upon written notice to DPW.

11.9 The Supplier shall provide to DPW copies of any insurance policies arranged in accordance with clause 11.7 upon request.

11.10 The Supplier shall not do, cause or suffer to be done anything which might vitiate or otherwise prejudice the terms of such insurance or any claims thereunder.

REJECTION

12.1 Without prejudice to DPW's rights under clause 9.4 or otherwise under the Contract or these Conditions, DPW shall have the right to reject any Goods or Services which do not conform with the Contract within a reasonable time of delivery or a reasonable time of such non-conformity becoming apparent to DPW whichever is the latest.

12.2 DPW has the right to accept the Goods and Services without prejudice to its right to claim damages for any loss or damage incurred as a result of the Goods not conforming with the Contract or any other breach of these Conditions or the Contract by the Supplier.

12.3 Payment by DPW for Goods will not prejudice any right of rejection or any other remedy afforded by the Contract, these Conditions or otherwise.

12.4 If DPW rejects any Goods, the property and risk in the Goods shall immediately revert to the Supplier. Rejected Goods will be removed by the Supplier at its expense and the Supplier

shall reimburse DPW for any storage costs or any other expense or loss of whatever nature incurred by DPW in respect of the rejected Goods.

FORCE MAJEURE

13.1 Neither party shall be liable for any delay in performing or failure to perform any of its obligations under the Contract caused by a Force Majeure Event. A Force Majeure Event is any extraordinary and unpredictable event or circumstance or combination of events or circumstances whenever occurring which in each case:

- (a) Is beyond the reasonable control of the affected party;
- (b) is unavoidable by the exercise of due diligence; and
- (c) actually prevents, wholly or in part, the performance of a party's obligations under the Contract

However, any delay or failure by a sub-contractor, agent or supplier of the Supplier shall not relieve the Supplier from liability for delay or failures except where that delay or failure also qualifies as a Force Majeure Event as defined in this section 13.1.

13.2 The party claiming the Force Majeure Event shall promptly notify the other in writing of the reasons for the delay or stoppage (and the likely duration) and shall take all reasonable steps to overcome the delay or stoppage.

13.3 If the party claiming the Force Majeure Event has complied with clause 13.2 its performance under the Contract shall be suspended for the period that the Force Majeure Event continues and that party shall have an extension of time for performance which is reasonable. As regards such delay or stoppage:

- (a) any costs arising from the delay or stoppage shall be borne by the party incurring those costs;
- (b) either party may, if the delay or stoppage continues for more than 30 continuous days, terminate the Contract with immediate effect on giving written notice to the other and neither party shall be liable to the other for such termination; and
- (c) the party claiming the Force Majeure Event shall take all necessary steps to bring that event to a close or to find a solution by which the Contract may be performed despite the Force Majeure Event.

13.4 So long as the Force Majeure Event continues, DPW may contract with others for the supply of any Goods and Services which the Supplier fails to supply in accordance with the terms of the Contract.

TERMINATION

14.1 Where the Supplier:

- (a) breaches its Contract with DPW and, where the breach is capable of remedy, shall have failed to remedy within seven working days of notice of the breach by DPW; or
- (b) convenes any meeting of creditors or passes a resolution for winding up or suffers a petition for winding up; or
- (c) becomes insolvent, goes into bankruptcy or liquidation either compulsory or voluntary (save for the purposes of bona fide reconstruction or amalgamation), or if a trustee in bankruptcy, an administrator, administrative receiver, receiver or similar person is appointed over the whole or any part of its assets, is the subject of a bankruptcy petition or bankruptcy order, is unable to pay its debts or has no reasonable prospect of doing so or shall enter into an Individual Voluntary Arrangement or any compromise or composition with or for the benefit of its creditors generally or is the subject of any equivalent or analogous insolvency event or procedure in any jurisdiction;

DPW may without prejudice to any of its other rights or remedies under the Contract, these Conditions or otherwise and without being liable to the Supplier for any loss which may be occasioned whatsoever, give written notice terminating any Contract with immediate effect.

14.2 If DPW terminates the Contract in accordance with clauses 13 or 14 and DPW has paid any sums to the Supplier in respect of the Goods or Services to be supplied pursuant to that Contract (whether by way of deposit, advance or any other payment):

- (a) where the Supplier has delivered no Goods or Services to DPW, all and any such sums shall be immediately repayable to DPW in full without deferment, deduction or set off;
- (b) where the Supplier has delivered a part of the Goods or Services to DPW, the Supplier shall be entitled to retain such sums as represent the value to DPW of the part delivered but shall not be entitled to demand any further payment from DPW or any payment in excess of the sums already paid.

INDEMNITY

15.1 The Supplier shall indemnify and hold DPW harmless from and against any damage, expense, claim or other loss whatsoever arising from or in relation to:

- (a) any intentional act, negligent act, default or omission of the Supplier or its employees sub-contractors or agents or the employees of either of them;
- (b) any breach of the Supplier's warranties, undertakings or obligations under these Conditions or any Contract between the Supplier and DPW.

15.2 The Supplier shall fully assume the defense of, and provide any and all reasonable assistance in defending any claims made against DPW arising from or in relation to any act, neglect, negligence, default or omission of the Supplier or any breach of the Supplier's warranties, undertakings or obligations under these Conditions or any Contract between the Supplier and DPW.

NOTICES

16.1 Any notice to be given under these Conditions must quote the relevant Purchase Order number, shall be in writing and shall be sent by first class mail, air mail, fax or email.

16.2 Notices sent as above shall be deemed to have been received:

- (a) in the case of first class mail, three working days after the date of posting;
- (b) in the case of air mail, seven working days after the date of posting;
- (c) in the case of facsimile, on the next working day after the facsimile is sent but only if a transmission report is generated by the sender's facsimile machine recording a message from the recipient's facsimile machine, confirming that the facsimile was sent to the correct number and confirming that all pages were successfully transmitted.
- (d) in the case of email the next working day after transmission. If an email receives a response from the recipient machine or system or otherwise advising that the email has not been successfully delivered or advising that the recipient is away, such email shall not be considered as sufficient notice.

16.3 In proving the giving of a notice it shall be sufficient to prove that the notice was properly addressed and sent or that the applicable method of telecommunication was addressed and despatched and despatch of the transmission was confirmed or acknowledged.

CONFIDENTIALITY

17.1 The Supplier shall keep all work and services carried out for DPW entirely confidential, and shall keep confidential all information provided by DPW or developed by the Supplier for the

purposes of the Contract, the Goods or the Services. The Supplier shall not use, publish, or make known, without DPW's written approval, any information developed by the Supplier or furnished by DPW save to the extent that is necessary for the performance of that party's obligations under the Contract.

17.2 Any public representation regarding DPW shall be made by DPW and any requests for information made to the Supplier by the news media, or others, shall be referred to DPW. Additionally, the Supplier shall not reference DPW (or DP World Paramaribo) nor the work performed for DPW without prior written approval.

17.3 Information which the Supplier indicates or marks as proprietary or confidential will be treated by DPW in the same manner as DPW treats its own proprietary or confidential information.

17.4 The Supplier further agrees to place under a confidentiality obligation, any subcontractors and consultants with whom the Supplier enters into agreements for the performance of work under or in relation to the Contract, the Goods or the Services. Such confidentiality obligations shall be on terms no less stringent than the Supplier's confidentiality obligations under this clause.

LAW AND JURISDICTION

18.1 These Conditions and any Contract or other relationship subject thereto shall be governed by the laws of the Republic of Surinam. Any dispute arising from or in relation to these Conditions or any relationship subject thereto (whether arising in contract or otherwise) shall be subject to the laws of the Republic of Surinam.

18.2 The civil courts of the Republic of Surinam shall have exclusive jurisdiction over any dispute arising from or in relation to these Conditions or any relationship (whether arising in contract or otherwise) which is subject to these Conditions.

Suppliers signature for receipt.