

**Element Doha LLC**  
**Purchasing Terms and Conditions**

**1 GENERAL**

- a. supplier indicated on the Order;
- s.1159 of the UK Companies Act
- tract (incorporating these Conditions and the Order) made between the Buyer and the Supplier for the sale and purchase of the Goods
- 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. These Conditions and the Order contain all the provisions which the parties have agreed in relation to the subject matter of the Contract and supersede any prior written or oral agreements, representations, proposal documentation or understandings between the parties (including any terms or conditions which the Supplier purports to apply under any brochure, price list, acknowledgement of order or similar document). These Conditions apply to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. Any variation to the Order or these Conditions shall have no effect unless
- d. The headings in these Conditions are for convenience only and shall not affect their interpretation. The word "including" will be construed so that it does not limit the general effect of the words which precede it and so that any examples that are given are not to be exclusive or limiting examples of the matters in question.

**2 DELIVERY OF GOODS/PROVISION OF SERVICES**

- a. The Supplier shall deliver the Goods and/or complete the provision of the Services by the delivery or completion date(s) stated on the Order. If no dates are so specified, delivery of the Goods and/or completion of the Services will be within 28 days of the date of the Order or by such later date as may be agreed by the Buyer and the Supplier in writing. Time for delivery of the Goods and/or completion of the Services shall be of the essence of the Contract.
- b. Delivery of the Goods and provision of the Services to the Buyer shall be made at the place(s) specified in the Order (or, if which the Order is despatched) and by the method(s) specified on the Order (or, if none specified, using such method as accords with best accepted industry practices).
- c. The Supplier shall deliver the quantity of goods stated on the Order. The Buyer may at its discretion accept a quantity variation and pay pro-rata for the actual quantity delivered.
- d. The nd76l be

- iii. the Goods shall comply with all applicable laws, 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.

relates and as soon as possible thereafter (at the Buyer's option), either return, or securely wipe from its systems, the Personal Data and any copies of it or of the information it contains, other than to the extent th