



PURCHASE ORDER TERMS & CONDITIONS

1. General

All purchase orders (POs) issued by Next World Network Services FZE [NWNS] to supplier [Vendor] of products, deliverables, and/or services [Products collectively] are made in accordance with the following terms and conditions and any additional terms and conditions shown on the face of the Purchase Order that do not conflict with the following terms and conditions. All other terms and conditions are hereby expressly rejected and superseded by NWNS terms and conditions. If a separate agreement exists between NWNS and Vendor with respect to Products, the terms and conditions of such agreement shall prevail over any inconsistent terms and conditions in this document. The PO constitutes NWNS's offer to Vendor and is a binding contract when it is accepted by Vendor. No condition stated by Vendor in accepting or acknowledging the PO shall be binding upon NWNS unless accepted by NWNS's written approval.

2. Delivery and Rescheduling

Unless otherwise specified in writing by NWNS, the delivery by date specified on the PO (as Due Date) is the date the Vendor is expected to ship the products or deliver the service. Vendor is authorized to ship no earlier than seven (7) days and zero (0) days late. Failure to ship products or deliver services according to the time indicated on the PO shall constitute a material breach. Vendor shall notify NWNS as soon as it discovers that the ship or service date cannot be met and propose a new ship or service date. NWNS may agree to the newly proposed date or cancel the PO with no liability. Vendor shall be liable for the actual and reasonable costs and damages NWNS incurs due to this delay or cancellation. NWNS may, without liability and with a notice given at least seven (7) days to the Vendor, reschedule any ship or service date to a later date. Vendor shall not commence the manufacturing or procurement of material for products in advance of standard manufacturing and material lead time. All materials purchased in excess of product quantities shall be approved by NWNS in advance of such purchases.

3. Cancellation

NWNS reserves the right to cancel or terminate, with or without cause, in whole or in part of its PO. In the event the cancellation or termination is without cause, NWNS shall provide a thirty (30) day written notice prior to the ship or service date of the PO, and NWNS agrees to negotiate in good faith a reasonable compensation.



PURCHASE ORDER TERMS & CONDITIONS

NWNS shall have no further obligations to Vendor except for paying for Products that were provided to NWNS prior to such cancelation or termination and accepted by NWNS.

4. Changes

NWNS may at any time suspend the work under a PO in whole or in part, or make changes in product designs, method of shipment, or place of delivery upon written notice to Vendor. Any change of product costs or delivery schedule caused by such changes shall be mutually agreed upon by both parties. Vendor shall not make any changes to the material specifications, manufacturing processes or locations for products specified in this PO without NWNS's prior consent in writing.

5. Shipping

Vendor shall ship the products covered by the PO complete unless instructed otherwise and via methods consistent with the agreed upon incoterms. Vendor shall label the shipping cartons with necessary markings and provide adequate protective packing in accordance with best practices and /or specifications provided by NWNS.

6. Invoicing

Invoices shall be submitted on-line via www.nwns.org/invoice immediately after shipment of goods or rendering of services. The PO number shall be clearly stated on the invoices. Invoices send in an email or any other way will not be processed.

7. Inspection

NWNS shall have a reasonable time upon receipt of products to inspect the products. NWNS may reject any materials that are defective, or not conforming to specifications or terms and conditions of this PO. Rejected products may be returned to Vendor at Vendor's risk and expense including shipping costs, for refund, credit, repair or replacement. Vendor shall pay and fully indemnify NWNS for NWNS's expenses related to the inspection and return processes.

8. Assignment and Subcontracting.

Vendor shall not assign, transfer, or subcontract any right or obligations associated with this PO without the prior written consent from NWNS. In the event that NWNS consents to the use of a subcontractor, Vendor shall guarantee and be liable for the performance and payment of all subcontracted obligations.



PURCHASE ORDER TERMS & CONDITIONS

9. Right of Entry

NWNS may, upon reasonable notification to Vendor, enter the premises of Vendor or Vendor's subcontractors during normal business hours to perform quality inspection related to the products specified in this PO.

10. Warranty

Vendor warrants that: (i) no laws of the United Arab Emirates or The Netherlands or any state or government authority or agency has been violated in any activities related to the deliveries of Products associated with this PO; (ii) Products will be free from defects and new unless they were returned by NWNS for rework; (iii) Products will conform to and perform in accordance with specifications; (iv) Products do not infringe any proprietary rights; (v) Vendor shall conform to any NWNS quality requirements including those specified in NWNS Supplier Quality Manual; (vi) Vendor understands NWNS's commitment to avoid the use of conflict minerals and NWNS's demand of its suppliers to comply with sourcing from socially responsible suppliers; (vii) Vendor has not and will not act unethically, and as applicable Vendor complies with the Electronics Industry Citizenship Coalition (EICC) Code of Conduct. Products failing to comply with applicable warranties may result in termination of this PO, refund, credit, and/or returns, at NWNS's discretion. Vendor shall provide NWNS with declarations of compliance upon request.

11. Ownership

NWNS shall have free title to and ownership in Products provided by Vendor related to the PO. NWNS shall own all intellectual property rights in any software programs, specifications, and processes created for NWNS associated with this PO. For Vendor-owned or licensed intellectual property associated with the deliverables of this PO, Vendor grants to NWNS a royalty-free, perpetual, and transferrable license to use internally and/or to third parties.



PURCHASE ORDER TERMS & CONDITIONS

12. Confidential Information

Confidential Information shall mean any information and data of a confidential nature, whether owned by a party, or by a third party obtained through a confidential arrangement, including but not limited to proprietary, technical, development, marketing, sales, operating, performance, cost, know-how, business and process information, computer programming techniques, all record bearing media containing or disclosing such information and techniques, and all other information of a confidential nature, whether tangible or intangible, whether in written, oral or visual form, which is disclosed by one party ("Discloser") to the other party ("Recipient") pursuant to this Agreement. When appropriate, the term shall also include any samples, models, tools or prototypes, or parts thereof. Vendor acknowledges that certain information provided by NWNS related to the PO is confidential in nature, including the identity of NWNS and Vendor, and the fact that NWNS and Vendor are in contact with each other. Vendor shall hold Confidential Information in confidence and shall not disclose to third parties. Vendor may only use Confidential Information for the purpose of fulfilling its obligations under the PO.

13. No Publicity

Vendor shall not use NWNS name, logo, or trademark to publicize the fact that it is doing business with NWNS without NWNS's prior consent in writing. Vendor shall remove any references of NWNS on material rejected or not purchased by NWNS.

14. No Authority

The PO does not confer any authority on Vendor to enter any commitment on behalf of NWNS. Any such commitment shall be entered into only with the prior and specific written consent of NWNS.

15. Limited Liability

To the greatest extent permitted under applicable law, in no event shall NWNS's liability to Vendor exceeds the aggregate amount paid or due to Vendor for Products delivered in accordance with this PO.



PURCHASE ORDER TERMS & CONDITIONS

16. Indemnification

Vendor will defend, indemnify, and hold harmless NWNS against all losses, liabilities, damages, claims, penalties, costs and expenses including legal fees relating to any allegation arising from: (i) any claim that the use, possession, or sale of Products violates a third party's rights including intellectual property rights; (ii) any act or omission of Vendor directly or indirectly related to this PO, (iii) loss of or damage to the property of Vendor or any subcontractor of Vendor, whether or not the negligence or breach of duty has caused or contributed to by NWNS.

17. Insurance

Vendor agrees to at its own expense provide and maintain in effect at all times during the term of this PO at least the minimum insurance coverage required by law. Certificates of insurance shall be provided by Vendor upon NWNS's request.

18. Governing Law

This PO is governed by and will be construed in accordance with the laws of the United Arab Emirates without regard to conflicts of law principles.

19. No Waiver

Failure to enforce any provision of this PO shall not constitute a waiver of any term hereof. Any waiver by NWNS must be made in writing expressly reference this PO.

20. Sever-ability.

The provisions of this PO shall be severable in the event that any of the provisions hereof are held by a court of competent jurisdiction to be invalid, void or otherwise unenforceable, and the remaining provisions shall remain enforceable to the fullest extent permitted by law.

Email: compliance@nwns.org