



## ALBA GENERAL TERMS AND CONDITIONS - GOODS (DV-SG 22-5-14)



These terms and conditions (the “**Goods Terms**”) shall apply to purchases of all goods, equipment and material (“**Supplies**”) by Aluminium Bahrain B.S.C. (“**ALBA**”) from suppliers (“**Suppliers**”) except as may be qualified, modified or excluded by so-called special terms (“**Special Terms**”) in a purchase order, and supersedes and replaces all previous standard terms and conditions relating to the subject matter contained herein.

### 1. The Purchase Order

1.1 All agreements for the purchase of Supplies will be entered into and confirmed by means of the issuance of an official written purchase order; (“**PO**”) whereby these Goods Terms shall be incorporated by reference in the PO into the contract between ALBA and Suppliers.

1.2 ALBA may send the PO by register mail, fax or electronic mail to the contact address nominated by Supplier or it can be accessed by Supplier through ALBA’s secure on-line business communication facility (“**Suppliers’ Portal**”), and receipt thereof by the Supplier shall be deemed to occur one (1) day following the date of the PO, irrespective of whether Supplier has acknowledged receipt or not; the date of the PO shall be the effective date of the Purchase Agreement (the “**Effective Date**”).

1.3 The PO, any attachments thereto together with these Goods Terms (collectively referred to as the “**Purchase Agreement**”) shall constitute the entire agreement between the parties and, ALBA will not be bound by any standard or printed terms presented by Supplier in any quotation or other document unless such Suppliers’ terms are expressly incorporated by the PO. In the event of any conflicting provisions in any applicable document, firstly any Special Terms (if applicable), the terms of the PO and then these Goods Terms shall prevail and take precedence.

### 2. Scope of Supplies

The Supplier shall deliver the Supplies of the nature, the quantity and quality as set out in the PO, and in conformity with these terms and conditions.

### 3. Price and Payment terms

3.1 Unless otherwise stated in the PO, the price shall be in Bahraini Dinar (BHD) payable in respect of the delivery of the Supplies and shall be set out in the PO (the “**Price**”). The Price will be an all-inclusive and fixed lump sum amount or a fixed unit price for the Supplies, delivered to ALBA as per the agreed terms.

3.2 The Price cannot be varied without the express prior consent of ALBA given by means of a written amendment of the PO (a “**Change Order**”).

3.3 Unless otherwise stated in a PO, payment for the Supplies delivered to and accepted by ALBA shall be made on the later of forty-five (45) days after receipt by ALBA of the Suppliers duly supported invoice, or forty five (45) days after delivery of the Supplies.

3.4 ALBA will have the right of set-off and may deduct all costs, sums or amounts whatsoever for which Supplier is responsible from any payment due to the Supplier.

3.5 Supplier shall have no right to set-off payment obligations to ALBA against any payments due to it from ALBA.

3.6 All invoices (in duplicate) shall include at least the following information: PO number, description of Supplies, quantities and shall be duly supported by documentary proof of the delivery and acceptance of the Supplies. Invoices shall be addressed to or delivered to ALBA’s address and designated party as set out in the Invoice instructions in the PO.

#### **4. Delivery and late delivery**

4.1 Unless otherwise set out in the PO, all Supplies will be delivered into ALBA designated warehouse(s), store(s) or site(s).

4.2 The delivery schedule or required date will be specified in the PO and will be firm; same shall not be varied except by means of a Change Order.

#### **5. Passing of Title and Risk**

5.1 The title, ownership and risk in and to the Supplies will pass to ALBA on delivery.

5.2 Supplier represents and warrants that it will have the right to sell the Supplies and that upon delivery, the rightful title in and to the Supplies will be passed to ALBA, free from any encumbrance or charge, in order that ALBA will have the full benefit of and enjoy quiet title and possession of the Supplies.

#### **6. Acceptance**

6.1 ALBA will have the right to reject the Supplies or any consignment within fifteen (15) days of delivery where it is determined that the Supplies are defective or do not conform to the requirements of the PO ("**Rejected Supplies**").

6.2 ALBA shall not be deemed to have accepted the Supplies until such time as ALBA notifies Supplier accordingly in writing. Any acceptance will be without prejudice to any of ALBA's rights under the Purchase Agreement and/or in law.

6.3 Rejected Supplies shall be received by Supplier at Supplier's sole cost and risk at the place of delivery and, on rejection, the title, ownership and risk in and to the Rejected Supplies will re-vest in the Supplier. On rejection, the Supplier shall immediately reimburse ALBA for any and all sums paid by ALBA to the Supplier for the Rejected Supplies.

#### **7. Quality and Warranty**

7.1 Supplier warrants that the Supplies shall conform in all respects to the quality requirements and specifications set out in the PO, or, if not specified, to the normal and customary specifications or quality of such goods (the "**Specifications**").

7.2 Supplier guarantees that the Supplies will be free from faulty design, defects, patent or latent, in material and workmanship (fair wear and tear excluded) for a period of at least twelve (12) months after acceptance (the "**Warranty Period**").

7.3 If any such defect or failure is discovered or occurs within the above Warranty Period, ALBA shall notify Supplier accordingly, and Supplier shall promptly, at his sole cost and risk, repair or replace such defective Supplies. In addition, Supplier shall compensate ALBA for all costs and expenses as may be reasonably incurred or suffered in connection with the defect and repairs or replacement of Supplies under the warranty.

7.4 The repaired or replacement Supplies will carry the same warranty as from the date of replacement.

7.5 This warranty is additional to and without prejudice to any further or specific terms of warranties applicable in respect of the Supplies.

#### **8. Compliance with Laws and Ethics**

8.1 Supplier shall at all times provide the Supplies in full compliance with all laws and regulations of Bahrain as well as any other laws or international obligations applicable to it.

8.2 ALBA subscribes to high health, safety and environmental standards and during the execution of any PO, Supplier shall be obliged to strictly conform to all applicable standards and regulations, including internal ALBA policies.

8.3 ALBA conducts its business in a highly ethical manner, and Supplier shall take all necessary steps and precautions to prevent its employees or representatives from making, offering and/or receiving any gifts (other than promotional material of a nominal value) fee, rebate and/or any other consideration or advantage of any nature to or from any employee or representative of ALBA, which could, or is designed to, in any way influence an ALBA employee to act (or refrain from acting) in a manner which may give Supplier an unfair advantage.

8.4 ALBA conducts its business in a highly ethical manner and any breach of any of the above provisions shall entitle ALBA to, without prejudice to any other rights or remedies it may have under law, cancel or rescind the Purchase Agreement.

8.5 The Supplier represents and warrants to ALBA that, as of the Effective Date, none of the Supplier nor any of its Affiliates or joint ventures, nor any of its respective directors, officers or employees nor, to the knowledge of the Supplier, any persons acting on any of their behalf is in violation of any Sanctions Laws (“**Sanctions Laws**” means the economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by the United States government; the United Nations; the European Union; the United Kingdom; or the respective governmental institutions and agencies of any of the foregoing, including, without limitation, the Office of Foreign Assets Control of the US Department of Treasury and the United States Department of State, and Her Majesty’s Treasury).

## **9. Indemnity and exclusion from liability**

Supplier executes the PO for its own profit and risk and shall be solely liable for, and hereby indemnifies ALBA, its shareholders, Directors, Affiliates and employees from and against any and all claims, suits, action or demands made by third parties (including Suppliers employees, sub- suppliers or agents) pursuant to or in connection with, whether directly or indirectly, the delivery and/or use of the Supplies. Supplier also indemnifies ALBA from all costs or expense that ALBA may incur and that arises, directly or indirectly, from Supplier’s breach of any of its obligations hereunder.

Notwithstanding the above and irrespective of anything else in these terms to the contrary, it is agreed that neither party shall under any circumstances be liable towards the other for loss of use (whether direct or indirect), or for loss of profit (whether direct or indirect) or for any other indirect or consequential damages or loss.

## **10. Breach and Cancellation**

10.1 ALBA shall, without prejudice to any of its other available rights or remedies, be entitled to cancel the Purchase Agreement by giving a seven (7) days written notice to Supplier, in the event of: (a) a breach of the terms and conditions of the Purchase Agreement; or (b) if Supplier becomes insolvent or bankrupt, or if any steps are taken to declare Supplier insolvent/bankrupt.

10.2 In the event of a cancellation under the terms hereof, Supplier shall not be entitled to claim for compensation or damages of any nature; other than payment of that portion of the Supplies delivered and accepted by ALBA prior to the date of cancellation.

## **11. Miscellaneous**

11.1 In the event any provision hereof should be declared invalid or unenforceable, it shall be severed from the Purchase Agreement, and such provision shall not affect the validity or enforceability of the remaining provisions hereof.

11.2 No Party shall be deemed to have waived any provision, breach, or remedy of or under the Purchase Agreement, unless such waiver is specifically given in writing with reference to the Purchase Agreement signed by such Party. No failure or waiver by ALBA in the enforcement of any term hereof or breach of the Purchase Agreement shall be construed as a continuing waiver of any other or continuing breach of the Purchase Agreement.

11.3 Supplier shall not be entitled to sub-contract, transfer and/or assign any part of the Supplies or its obligations under the Purchase Agreement, without the prior written consent of ALBA, and in the event that Supplier does so assign, transfer or subcontract without the written consent, such act shall be void.

11.4 A person not party to the Purchase Agreement shall have no rights to rely on or enforce the terms hereof.

11.5 Supplier shall not disclose in its publicity material or otherwise the existence of the Purchase Agreement or the terms of its relationship with ALBA without the prior written consent of ALBA.

11.6 No change, amendment or variation of these Goods Terms shall be allowed or effective unless agreed by ALBA in writing.

## **12. Applicable law and Jurisdiction**

12.1 The Purchase Agreement is governed by and shall be construed in accordance with the laws of the Kingdom of Bahrain and the appropriate court in Bahrain shall have exclusive jurisdiction over any dispute arising here from.

12.2 In the event that a dispute arises between the parties regarding the existence, interpretation and/or the execution hereof, the parties shall attempt to resolve such in an amicable manner. For the avoidance of doubt, this clause shall not prevent either party from commencing proceedings at any stage or from seeking any form of injunctive relief at any time.

**Regards,  
Alba Procurement & Warehouse**

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