

Terms and Conditions for the Supply of Goods and Services

I Definitions. In these Conditions, the following definitions apply:

Business Day: a day (other than a Friday, Saturday or a public holiday) when banks in Kuwait are open for business. **Conditions:**

these terms and conditions as amended from time to time in accordance with clause 16.10.

Contract: the contract between the Customer and the Supplier for the sale and purchase of Goods or the supply of Services in accordance with these Conditions and Carrier's Standard Terms & Conditions provided in this link: <https://www.corporate.carrier.com/suppliers/terms-conditions/> , and any other appendices attached herein and any other documents expressly incorporated herein by agreement of the Customer and the Supplier.

Customer: the entity purchasing the Goods or Services as set out on the front page of this Contract or in the Order.

Customer Materials: has the meaning set out herein.

Deliverables: all Documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Goods or Services in any form, including without limitation computer programs, data, reports and specifications (including drafts).

Document: includes, without limitation, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

Goods: the goods (or any part of them) set out in the Order.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order: the Customer's order for the Goods or the supply of Services, as set out in this Contract or Customer's purchase order form or in the Customer's written acceptance of the Supplier's quotation or in the Customer's purchase order form, or in the Customer's written acceptance of the Supplier's quotation, as the case may be.

Services: the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract and as may be set out in the Specification.

Specification: any description or specification for the Goods or Services (including any related plans and drawings) that is supplied to the Supplier by the Customer or that is produced by the Supplier and agreed to by the Customer, as the case may be.

Supplier: the person or firm from whom the Customer purchases the Goods or services as set out on the front page of this Contract or in the Order.

II Construction. In these Conditions, the following rules apply:

(a) A person includes a natural person, corporate or unincorporated;

(b) A reference to a party includes its personal representatives, successors or permitted assigns;

(c) Any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

(d) A reference to writing or written includes faxes and e-mails.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Customer to purchase Goods and Services from the Supplier in accordance with these Conditions. 2.2 The terms and conditions stated herein are applicable to all purchases by the Customer from the Supplier whether Goods or Services. 2.3 The Order shall be deemed to be accepted on the earlier of:

(a) The Supplier issuing written acceptance of the Order; or

(b) At the option of the Customer, any act by the Supplier consistent with fulfilling the Order, at which point and on which date the Contract shall come into existence.

2.4 The Customer has the right to withdraw an Order at any time before the Supplier has delivered written acceptance to the Customer or before the Supplier has acted in such a way that is consistent with fulfilling the Order.

2.5 This Contract constitutes the complete and exclusive statements of the terms and conditions of the contract between the parties, and these

terms and conditions apply to the Contract 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.

2.6 This Contract shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

3. SUPPLY OF GOODS AND SERVICES:

SUPPLIER UNDERTAKINGS AND WARRANTIES

3.1 The Supplier shall, for the duration of this Contract, provide the Goods and Services to the Customer in accordance with the Specifications, the Order and terms of the Contract.

3.2 The Supplier shall meet any performance dates for the Goods and Services specified in the Order or notified to the Supplier by the Customer. 3.3 In providing the Goods and Services, the Supplier shall:

- (a) Co-operate with the Customer in all matters relating to the Goods and Services, and comply with all instructions of the Customer;
- (b) Perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (c) Use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
- (d) Ensure that the Goods and Services and Deliverables will conform with all descriptions, specifications and performance requirements set out in the Specification or as otherwise notified to the Supplier by the Customer, and that the Goods, Services and Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Customer;
- (e) Provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (f) Ensure that the Goods are new, merchantable and free from liens or encumbrances on title;
- (g) Use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Goods and Services or transferred to the Customer, will be free from defects in workmanship, installation and design;
- (h) Ensure that at all times it has and maintains all necessary licenses, permissions, and authorizations, that it needs to carry out its obligations under the Contract;
- (i) Observe and comply with all health and safety rules and regulations, including UTC Carrier's Environment Health & Safety (EH&S) Guidelines, and any other security requirements that apply at any of the Customer's premises;
- (j) Observe and comply with all applicable labor laws and regulations in the jurisdiction in which the Goods and Services are provided.
- (k) hold all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier (Customer Materials) in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose or use the Customer Materials other than in accordance with the Customer's written instructions or authorization;
- (l) Not do or omit to do anything which may cause the Customer to lose any license, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services; and
- (m) Acknowledge that applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods shall apply.

3.4 Delivery, inspection, test, acceptance or use of, or payment for the Goods and Services furnished hereunder shall not affect the Supplier's obligation under these warranties, and such obligations and warranties, and all other obligations and warranties, express or implied, shall survive delivery, inspection, test acceptance, payment, and use.

3.5 The Supplier undertakes to hold the Customer harmless for at least twelve (12) months as from the delivery of the Goods or the completion of the supply of Services, from all claims of any nature whatsoever and from all losses and damages that the Customer may incur as a result thereof.

3.6 For a period of twelve (12) months, as from the delivery of the Goods or the completion of the supply of Services, the Supplier guarantees the proper performance of the Goods and the quality of its Services.

3.7 The Supplier undertakes for a period of twelve (12) months as from the delivery of the Goods or the completion of the supply of Services, to repair correct or remedy at the Supplier's own cost, all noncompliant or defective Goods or Services, and shall procure at its own cost, the maintenance, repair, replacement or remedy of the noncompliant or defective Goods or Services.

3.8 In the event that the Supplier fails to promptly remedy defective or non-compliant Goods or Services, the Customer, after reasonable notice to the Supplier, shall have the right to replace or correct such Goods or Services and charge the Supplier for the cost incurred by the Customer in doing so, such right to include, without limitation, the Customer's right to deduct or offset. The Supplier shall promptly reimburse the Customer for any expenses or damages incurred by the Customer regardless of the nature of such expenses or damages as a result of or relating to the Supplier's failure to ensure that the Goods and Services are in compliance with the terms of this Contract, where such expenses or damages include but are not limited to repair, replacement, rework, removal and reinstallation, production delays, payment withholds, field service costs and shipping.

3.9 If technical data are to be provided by the Supplier hereunder, the Supplier warrants to the Customer that such technical data have been performed or prepared in a professional and workmanlike manner and in compliance with the Customer's instructions or other requirements.

3.10 At the discretion of the Customer, in case of supply of services other than manpower, the Supplier will provide irrevocable unconditional performance bank guarantee or retention amount equivalent to ten percent (10%) of contract value valid for twelve (12) months from the date of completion of delivery of the Services.

4. DELIVERY

4.1 The Supplier shall ensure that:

- (a) The Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition; and
- (b) If the Supplier requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.

4.2 The Supplier shall, unless otherwise agreed in writing, deliver the Goods:

- (a) Assembled, completed and ready for use in the quantity designated on the Order;
- (b) On the date specified in the Order, or, if no such date is specified, within twenty eight (28) days of the date of the Order;
- (c) To the Customer's premises or such other location as is set out in the Order, or as instructed by the Customer prior to delivery (Delivery Location);
- (d) During the Customer's normal business hours, or as instructed by the Customer.

4.3 Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location.

4.4 The Supplier shall not deliver the Goods in instalments without the Customer's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Customer to the remedies set out herein.

5. INSPECTION AND ACCEPTANCE 5.1 The Customer shall have the right at anytime, before or after delivery to inspect the Goods and Services, and acceptance of the Goods and Services is subject to final inspection. 5.2 If following such inspection or testing, the Customer considers that the Goods or Services do not conform or are unlikely to comply with the Suppliers' undertakings and warranties set out herein, the Customer shall inform the Supplier, and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

6. BUYER'S CHANGES

6.1 The Customer shall have the right at any time prior to the delivery of the Goods or commencement of the supply of Services to make changes in the Specifications, designs, packaging, time, and place of delivery, nature and duration of the Services and method of transportation. If any such changes cause an increase or decrease in the cost or time required for performance, the parties will use their best efforts to agree in good faith on a fair adjustment to this Order, and such adjustment shall be agreed in writing.

7. QUALITY OF GOODS AND SERVICES

7.1 This Order is subject to the requirements contained in the Carrier Supplier Quality Manual (CSQM), which is incorporated into this Order for all goods to be used in production. The Customer reserves the right to revise or amend the CSQM at anytime, and any such revised or amended CSQM, as posted on the Carrier website (www.carrier.com) or otherwise made available to Supplier, shall be binding on this Order and the Supplier. All Goods and Services supplied by Supplier to the Customer pursuant to this Order shall conform to the Customers' quality standards and requirements set forth in any Specifications, drawings, samples or other document upon which this Order is based.

7.2 Prior to delivery, the Supplier shall inspect and test the Goods for quality in compliance with this Order. The Supplier shall keep records of all such quality inspections and tests and, if so requested by the Customer, supply the Customer with copies of such records. The Customer, without prejudice to any other rights or remedies, including the right to inspect Goods after delivery, shall have the right at all times to inspect and test the Goods during manufacture or processing or while stored under the Supplier's control. The Supplier shall not make any changes during the term of this order in the quality, in the location of manufacture, or in the Supplier's processes related to the Goods without prior notification to and written acceptance of such changes by the Customer. Any accepted changes shall become the controlling standard of quality for the remaining term of this Order. The Supplier shall be deemed fully liable towards the Customer for any damages caused by a lack of conformity of the Goods and Services provided. The Supplier undertakes to pay to the Customer, as from the discovery of the duly notified defect, a lump sum penalty of 10% of the amount exclusive of tax of the non-compliant Goods or Services invoiced by the Supplier, without prejudice to the Customer's right to obtain, by any legal means and before any jurisdiction, complete reparation for all damages incurred and resulting from this non-compliance.

8. CUSTOMER REMEDIES

8.1 If the Supplier fails to supply the Goods or perform the Services by the applicable dates, or does not supply the Goods or Services in accordance with the Supplier's undertakings set out above, the Customer shall, without limiting its other rights or remedies, have one or more of the following rights and remedies:

- (a) To terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) To reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
- (c) Where rejected Goods are temporarily held by the Customer, to hold such Goods at the risk and expense of the Supplier until the return of the Goods to the Supplier can be arranged, and the Supplier will reimburse the Customer for any packaging, handling and transportation costs that the Customer incurs with respect to the rejected Goods;
- (d) To require the Supplier to repair or replace the non-conforming, noncompliant or rejected Goods or Services;
- (e) To revoke its acceptance of the Goods at any time, whether or not a substantial modification to the Goods has been made, if the Customer finds a previously undiscovered defect in the Goods that substantially impairs the value of the Goods to the Customer;
- (f) Where the Customer has paid in advance for Goods or Services that have not yet been provided by the Supplier, to have such sums refunded by the Supplier;
- (g) To refuse to accept any subsequent delivery of the Goods or performance of the Services which the Supplier attempts to make;
- (h) To recover from the Supplier any costs incurred by the Customer in obtaining substitute goods or services from a third party;
- (i) Where the Customer has paid in advance for Goods or Services that have not been provided by the Supplier, to have such sums refunded by the Supplier; or
- (j) To claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.

8.2 The Supplier shall be fully responsible for any delay in the supply of the Goods or Services and shall bear responsibility for any damages, whether direct or indirect that may result from such a delay. If the Goods are not delivered or the Services are not performed on the due date, the

Customer may at its option claim (and the Supplier shall immediately pay to the Customer) or deduct one (1) per cent of the price of the Order for each day's delay in delivery and if the Customer exercises its rights under 8.2, it shall not be entitled to any of the remedies set out in clause 8.1 in respect of the delay (but such remedies shall be available in respect of the Goods' condition or quality of the Services).

8.3 These Conditions shall apply and extend to any substituted or remedial services and any repaired or replaced Goods provided by the Supplier.

8.4 The Customer's rights under this Contract are in addition to its rights and remedies implied by applicable law.

9. CUSTOMER'S OBLIGATIONS

9.1 The Customer shall:

(a) Provide the Supplier with reasonable access at reasonable times to the Customer's premises for the purpose of providing the Goods or Services; and

(b) Provide such information to the Supplier as the Supplier may reasonably request and the Customer considers reasonably necessary for the purpose of providing the Goods and Services.

10. PRICE AND PAYMENT

10.1 The price for the Goods and Services shall be set out in the Order or this Contract, and shall be the full and exclusive remuneration of the Supplier in respect of supply of the Goods or the Services. Unless otherwise agreed in writing by the Customer, the price shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the supply of the Goods and the Services, and the price shall not be subject to increase. The Supplier warrants that the agreed price is not less favorable than that currently extended to any other Customer for the same or like goods or services.

10.2 The Supplier agrees to use its best efforts to develop a cost reduction plan and must use its best efforts to explore and realize cost saving opportunities. All cost savings must be passed on to the Customer immediately by means of a price reduction to the affected Goods and Services.

10.3 Unless exempt therefrom, all duties and taxes which the Supplier is required by law to collect from the Customer are included in the price. The Supplier shall pay all taxes and social contributions relating to the Supplier's employees, and shall indemnify the Customer against claims made by the Supplier's employees, agents or subcontractors for such taxes, contributions and levies. If the Customer is required to pay any taxes or contributions of behalf of the Supplier, the Customer shall have recourse against the Supplier for the full amounts paid, plus interest.

10.4 The Supplier shall invoice the Customer on delivery of the Goods or completion of the Services. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including but not limited to the relevant purchase order number, the date of the Order, the type and quantity of the Goods, special storage instructions (if any), and if the Goods are being delivered in instalments, the outstanding balance of Goods remaining to be delivered.

10.5 In consideration of the supply of the Goods or Services by the Supplier, the Customer shall pay the invoiced amounts in accordance with the Payment Schedule in Appendix 3, or if no payment schedule is provided, then within 90 days of the delivery of the Goods or completion of the Services.

10.6 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and shall allow the Customer to inspect such records at all reasonable times on request.

10.7 The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

10.8 Payments of invoices shall not constitute acceptance of the Goods or Services and shall be subject to adjustment for shortages, defects and other failures of the Supplier to meet the requirements of the Order. The Customer may, without limiting its other rights or remedies, set-off any amount owing to it by the Supplier against any amount payable by the Customer to the Supplier.

11. INTELLECTUAL PROPERTY RIGHTS

11.1 All inventions, patents, copyrights, trade secrets, know-how, test results, tooling, jigs and fixtures, or other industrial or intellectual property, associated with, or used in or for, the manufacturing of the Products shall be identified herein as #Property".

11.2 All Property owned by Supplier prior to entering into this Agreement (#Supplier Background Property") shall remain owned by Supplier. 11.3 Unless otherwise agreed in writing, if the work performed by Supplier pursuant to this Agreement is funded wholly or in part by Customer, or utilizes or is derived from Customer Proprietary Information or Customer Property, the resulting Property shall belong exclusively to and is hereby assigned to Customer (#Customer Project Property"). Supplier shall not have any rights in Customer Project Property except as Customer may grant for the purposes of manufacturing Products for Customer. Supplier shall execute assignments and other documents which, in the opinion of Customer, are necessary to secure Customer's rights hereunder. If Supplier uses subcontractor in connection with the work called for by this Agreement, Supplier agrees to procure from them similar rights and agreements on behalf of Customer, including agreements that protect Proprietary Information directed to Property and Product.

11.4 Supplier shall not sell to any third party any parts, goods, or components (#PGC") produced using Customer Proprietary Information, Carrier Property, or Carrier Project Property. Supplier shall not label, advertise, market, or promote any PGC in any way that indicates that such PGC are a #replacement" or #substitute" for any PGC that Supplier manufactures or has manufactured for Customer.

12. INDEMNITY

12.1 The Supplier shall keep the Customer indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Customer as a result of or in connection with:

(a) Any claim made against the Customer by a third party arising out of, or in connection with, the supply of the Goods or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors;

(b) Any claim by its employees, contractors, or agents that they are acting under the Customer's control and qualify in any way as the Customer's employees; and

(c) Any claim brought against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Goods or Services.

12.2 The Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance, public liability insurance and any other insurance necessary to fully cover the liabilities that may arise under or in connection with the Contract and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

12.3 This clause 12 shall survive termination of the Contract.

13. CONFIDENTIALITY

13.1 A party (Receiving Party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to, or otherwise obtained by, the Receiving Party by the other party (Disclosing Party), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 13 shall survive termination of the Contract

14. TERMINATION

14.1 The Customer may terminate the Contract in whole or in part at any time before delivery with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. The Customer shall pay the Supplier fair and reasonable compensation for work-in-progress at the time of termination, but such compensation shall not include loss of anticipated profits or consequential loss. 14.2 Without limiting its other rights or remedies, the Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if the Supplier commits a material or persistent breach of the Contract or any Order thereunder or if the Supplier becomes insolvent or the subject of any proceeding under applicable insolvency law.

15. CONSEQUENCES OF TERMINATION

15.1 On termination of the Contract for any reason:

(a) The Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete, and return all Customer Materials. If the Supplier fails to do so, then the Customer may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

(b) The accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and

(c) Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

16. ANTI-BRIBERY COMPLIANCE

16.1 The Supplier shall comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act (the "FCPA"), the United Kingdom Bribery Act 2010 (as enacted) and where applicable, local anti-bribery laws ("Bribery Laws"), in connection with this agreement. The Supplier warrants and represents that the it, its directors, officers, employees, agents, subcontractors and/or consultants (as the case might be), are familiar with, and will comply in all respects with the Bribery Laws and the FCPA, have not and will not authorize or make any payments or gifts or any offers or promises of payment or gifts of any kind directly or indirectly, in connection with this agreement to any "foreign official" (such definition to include (i) any official, agent, or employee of any government or governmental agency; (ii) any political party or officer, employee or agent thereof; or (iii) any holder of public office or candidate for political office) and are not officials or employees of any government, an official of a political party, or a candidate for political office, or a director, officer, employee, or affiliate of a governmental authority. The Supplier acknowledges and agrees that for purposes of this clause, a foreign official may include an employee or official of a commercial entity in which a government body has an ownership interest or exerts control over the activities of such entity, as well as officials and employees of public international organizations, and with respect to foreign government officials, an individual having the capacity of performing public services. The Supplier further acknowledges and agrees not to establish or maintain any undisclosed or unrecorded funds or assets, of falsify or cause the making of artificial entries in any books and records in connection with any services performed under this agreement.

16.2 The Supplier acknowledges that any and all laws, regulations and orders that maybe applicable to the Supplier, its directors, officers, employees, agents, subcontractors and/or consultants in the performance of its obligations pursuant to this agreement shall apply. These laws include all applicable United States and/or foreign export control laws, embargo regulations, anti-boycott and other related laws. The Supplier also acknowledges that all applicable, import, customs and tax laws and regulations shall apply.

17. GENERAL

17.1 Force majeure: Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the Contract if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party which by its nature could not have been foreseen by such a party or if it could have been foreseen was unavoidable. If such event or circumstances prevent the Supplier from carrying out its obligations under this Contract for more than thirty (30) days, the Customer shall have the right, without limiting its other rights or remedies, to terminate this Contract with immediate effect by giving written notice to the Supplier.

17.2 Assignment and Subcontracting:

(a) The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Customer.

(b) The Customer may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent. 17.3 Independent Contractor: The Supplier agrees that any services it performs constitute work in its status as an independent contractor. The Supplier confirms that it exercises control over its employees, contractors, and agents, and that none are acting under the control of the Customer. 17.4 Audit Rights: Upon reasonable notice, the Customer shall have the right to audit at the Supplier's facility the Supplier's compliance with any of the provisions of this Contract.

17.5 Waiver and Cumulative Remedies:

(a) A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

(b) Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law. 17.6 Business Ethics: The Supplier shall comply, and take reasonable steps to ensure that its suppliers and subcontractors comply with the Customer's Supplier Code of Ethics. The Supplier warrants that it has not, and will not, offer or give to any employee or representative of the Customer any gift or gratuity with a view towards influencing such person in connection with this Order or any other order of the Customer. Any breach of this provision shall constitute a material breach of this Contract.

17.7 Severance:

(a) If a court or any other competent authority finds that any provision (or part of any provision) of the Contract is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

(b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

17.8 No Partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

17.9 Third Parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.

17.10 Variation: Any variation, including any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by the Customer.

17.11 Exclusion of UN Convention on International Sales: Unless otherwise agreed by the Supplier and the Customer in writing, there is excluded from this Order (including any amendment or changes thereto) the application of the United Nations Convention on Contracts for the International Sale of Goods.

17.12 Governing Law and Jurisdiction: The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, the laws of Kuwait, and the parties irrevocably submit to the exclusive jurisdiction of the courts of Kuwait.