Please read carefully the General Sales Terms & Conditions and the Standard Purchase Order Terms & Conditions.

You can view the "Standard Purchase Order Terms & Conditions by clicking on below hyperlink.
Standard Purchase Order Terms & Conditions

1. General Sales Terms & Conditions

These are the sole sales terms and conditions of *Falcon Technologies International “FTI”* and its associated companies and trading divisions (each being herein called “the Company”) and shall govern all transactions between the Company and any customer (“the Customer”) unless expressly agreed in writing by the Company.

Any order placed to the Company and duly confirmed by a customer implies acceptance of our General Terms of Sale without any exception.

Unless agreed beforehand in writing, any of the customers's purchasing terms which would be in contradiction with any of the provision of the present General Terms of sales will not be opposable.

The present sales terms and conditions remain valid until they are expressly modified in writing by Falcon Technologies International “FTI”. Any modification should be in writing and signed and approved by an FTI authorized Executive management delegate.

Definitions

The term “Goods” shall mean the goods which are the subject matter of any order including any artwork or packaging applied to or supplied with those goods and including all material contained or embodied in those goods.

The term “Services” shall mean the services which are the subject matter of any order including provision of artwork, film or packaging, delivery and physical distribution services.

1. Quotation

Quotations by the Company shall not constitute an offer and may be withdrawn or revised at any time until written acceptance by the Company of the Customer's order or the commencement of work by the Company (whichever is the sooner).

2. Placing and Confirming an Order

All orders have to be placed in writing and sent by fax or e-mail to the Company. The Company will accept the order by issuing an order confirmation and sending it to the customer by fax or e-mail. This order confirmation will specify any terms (including those as to price, quantity and delivery schedule) related to the order as well as any eventual derogation or deviation from the present General Terms of Sale agreed by the Company.

An accepted and confirmed order may be cancelled by the Customer or modified in terms of its content in writing until the products are shipped from the FTI production site, only on condition that the Customer is bound to compensate the Company for any loss, extra cost (including labour and equipment costs) and expenses arising out of this cancellation or modification.

3. Value Added Tax

When applicable, the Customer shall pay all Value Added Tax or similar tax chargeable in the country of destination in respect of the Goods and/or any Services supplied pursuant to the order whether stated or not in quotation or order confirmation issued by the Company.
4. Preliminary Work

All work carried out, whether experimentally or otherwise, at the Customer's request shall be charged for.

5. Copy

A charge may be made to cover any additional work involved where copy (including label copy) supplied by the Customer is not clear or legible.

6. Proofs

Proofs of all artwork may be submitted for the Customer’s approval and the Company shall not incur any liability for any errors not corrected by the Customer. Any additional proofs necessitated thereby shall be charged extra. If any issues of style, type or layout are left to the judgement of the Company, changes arising from these issues made by the Customer shall be charged extra.

7. Delivery of Goods and Services

For the purposes of order confirmation “Days” shall refer to any day of the week (including Thursdays and Fridays for Middle East region and Saturdays and Sundays for other regions) and “Working Days” shall refer to any day except Thursday and Fridays for Middle East region and Saturdays and Sundays for any other regions and any public holiday. The Company shall endeavour to meet any agreed delivery date or dates but time shall not be of the essence and the Company shall not be liable for any loss arising out of any delay in delivery. The delivery date shall be agreed on acceptance of the order by the Company unless the Company agreed to defer agreement of the delivery date. The Company may on terms which it sees fit agree any request from the Customer to vary the agreed delivery date. All costs associated with delivery shall be borne by the Customer unless expressly agreed otherwise with the Company.

The Customer shall accept delivery of Goods when tendered or deemed tendered whether before or after the agreed delivery date. Tender shall be deemed made on the earlier of:

   i. On the agreed delivery date if the Goods are then ready to be delivered but have not previously been tendered or deemed tendered; or
   
   ii. On three Working Days written notice to the Customer that the Goods are ready to be delivered. If customer does not take delivery when tendered the Company shall be deemed to have performed its obligations in respect of the Goods and the Customer shall pay any additional expenses incurred by the Company including (but not limited to) storage charges. Any agreed time period shall be calculated by reference to the number of Working Days between receipt of order confirmation or

workable order (whichever is applicable) and despatch of the Goods from the Company premises or completion of the performance of the Service. Day one shall be the first Working Day following the receipt by the Company of a workable order and the last day shall be the Working Day of despatch. An order becomes a workable order on the Working Day when:

   a) All of the information and components required for the manufacture have been delivered.
   b) All components are to specification and in a condition suitable for use in manufacturing.
   c) All licensed and any other necessary clearances, permissions or certificates have been received by the Company;
   d) Without prejudice to its rights under paragraph 16(A), if the material falls within a category which the Company considers is offensive or potentially illegal, the Company has received clearances which are satisfactory to the Company; and
   e) The Company has all information required to perform the Services and the Customer has
supplied such assistance and carried out such preparation as the Company may require.

If performance of the order is delayed for more then fourteen Days by failure of the Customer to duly supply any materials, copy, instructions or other to be supplied by the Customer and required by the Company, the Customer shall immediately pay for work so far carried out, materials specially ordered any other additional costs (including storage). At any time after the expiry of the fourteen days period, the Company may give seven days notice to the Customer, that it is treating such a failure as repudiation by the Customer of the whole or part of the order.

8. Damage or Loss in Transit

If the Company or its carrier is to deliver Goods the Customer shall examine them immediately upon, and in any event within 3 working days, of receipt and shall notify the Company immediately if they are received in a damaged condition or if there are shortages and will indemnify the Company against any loss which it suffers because any such notification is received too late to enable it to claim against carriers or insurers in respect of such damage or loss in transit. The Company shall not in any case be liable for any loss to the Customer arising from delay in transit not caused by the Company.

Subject to the above, in all circumstances of loss or damage of the Goods the Customer’s claim shall be limited to the invoice value of the Goods.

9. Multiple Deliveries

Subject to the order confirmation, the Customer may collect or the Company may deliver the Goods in instalments and in such event each instalment shall be deemed as a separate contract for the following purposes:

i. No default by the Company in regards to any instalment shall entitle the Customer to repudiate the order in respect of any outstanding deliveries; and

ii. Delivery of an instalment shall be part performance under the order and payment in respect thereof shall be made accordingly.

10. Quantity

The Company shall endeavour to deliver the quantity or quantities ordered but such quantities may be plus or minus 5%. Such delivered quantity will be accepted and paid for by the Customer – against an amount being the actual delivered quantity times the unit price.

11. Terms

All monies payable by Customer under the Agreement shall be paid in full net cash without any deductions, off-set or counterclaim whatsoever. All payments are to be made in the currency of the invoice and, if by cheque, the cheque to be drawn on a U.A.E. clearing account and to be received by the Company three Working Days before the due date. Payments by Telegraphic Transfers may be made up to midday on the due date.

In respect of approved credit accounts, payment is due at the time specified in the order confirmation or invoice. In all other cases payment is due against pro forma invoice on acceptance of the order.

Without prejudice to any other rights of the Company the Customer shall pay interest on any sums overdue for payment at a rate of 1% per month (on a prorata basis) from the due date for payment until payment receipt date on Company’s bank account.

For the avoidance of doubt, sums payable for additional cost and extras shall be such as are in the circumstances fair and reasonable.
12. Default

A. If the Customer fails to pay any sum when due, under this or any other order from the Customer to the Company or if any event mentioned under (B) occurs, then the Company may at its option:

i. Treat this and any other order from the customer as having been repudiated and recover damages accordingly;

ii. Suspend further performance until all sums owing to the Company by the Customer under any order have been paid;

iii. Withhold further performance under this or any other order until it has received payment in advance of all monies to become payable hereunder;

iv. Suspend any or all credit granted to the Customer on any account.

v. Have a general and particular lien over all material, artwork, paper parts, packaging, copy, film or other items supplied by the Customer to the Company for all outstanding sums and liabilities which are due to the Company by the Customer. The Company may enforce its lien by the sale by auction or by private treaty of all or any part of the Customer's property (including part of an individual item) in its possession.

B. Without prejudice to any other rights under the order or otherwise, the Company may terminate forthwith by notice in writing this or any other order from the Customer if:

i. The Customer is in breach of any term of the order confirmation or any other subsisting order to the Company;

ii. Any person becomes entitled to levy or does levy distress, execution or other legal process upon the Customer's undertaking property or assets; or if the Customer makes or offers any arrangement or composition with its creditors or commits any act of bankruptcy; or if any petition or receiving order in bankruptcy is presented or made against him; or if any resolution or petition to wind up a corporate customer, whether voluntary or compulsory, other than for amalgamation or reconstruction in a state of solvency is presented; or if an administrator, receiver or administrative receiver of the Customer's undertaking property and assets or any part thereof is appointed; or the Company has reasonable grounds for believing that the Customer will fail to discharge its obligations to the Company when due.

C. Upon termination of the order confirmation (for whatever reason):

i. The Customer shall repay to the Company all sums due to the Company with immediate effect; and

ii. The Company shall in its sole discretion, have a general and particular lien over all materials, artwork, paper parts, packing, copy, film or other item supplied by the Customer to the Company for outstanding sums and liabilities due to the Company by the Customer. The Company enforce its lien by the sale by auction or by private treaty of all or any part of the Customer’s property (including part of an individual item) in its possession.

13. Property and Retention of Title

A. Title to the Goods will pass to the Customer only when payment in full for the Goods delivered to the Customer under the relevant order (including any interest payable under paragraph 11) has been
received by the Company. Until title to the Goods passes in accordance with this paragraph the Customer shall hold the Goods as bailee of the Company and if the Company requires the Customer shall store the Goods separately from other goods and shall ensure that they are clearly identifiable as belonging to the Company. The Company by its employees or agents shall be entitled to enter upon or into any land, building or vehicles of the Customer to satisfy itself that this obligation is being complied with.

B. The Company, by its employees or agents, shall be entitled to enter upon or into land, building or vehicles of the Customer to retake possession of those Goods in respect of which title has not passed to the Customer, in the event that the right of resale granted in paragraph 13(C) terminates pursuant to paragraph 13(D).

C. Subject to the remaining provisions of this paragraph 13, the Customer shall be entitled to sell the Goods as mercantile agent, but only on terms that title to the Goods shall not pass to the purchaser until the Customer, as mercantile agent, has received payment in full of all monies owing from the purchaser. Until such payment is made the Company reserves the right to recover payment for the Goods from the Purchaser. The Customer right of resale shall terminate in accordance with paragraph 13(D). The Customer has no right to commit the Company to any liability to any third party. The proceeds of resale shall be kept separate from all other monies (including those of third parties) in the possession of the Customer and the said proceeds, together with any claim to such proceeds, will belong to the Company until such time as all monies owing from the Customer to the Company shall have been paid in full.

D. Upon

   i. The happening of any event which would give the Company the right to terminate the order; or

   ii. The Company reasonably considering for any reason that the Goods are in jeopardy; or

   iii. The happening of any event or default which causes the Company reasonably to consider that its title to the Goods or proceeds of sales may be adversely affected; the Customer’s authority to sell the Goods shall end and all Goods, in respect of which title has not passed to the Customer, shall be redelivered to the Company. All proceeds of sale received by the Customer from sales prior the withdrawal of the authority shall be paid direct to the Company or paid into bank account separate from all other monies of the Customer and held in such account on trust for the Company.

E. The Customer shall notify the Company forthwith of the happening of any of the matters referred to in paragraph 13(D).

F. The Customer shall not be entitled to pledge or grant security in any way for any indebtedness over or in respect of any of the Goods in respect of which title has not passed to the Customer.

G. Notwithstanding the provisions of paragraph 13(C),(D),(E) and (F) the Company shall, if it retakes the Goods and resells them, account to the Customer for the balance (if any) as determined pursuant to paragraph 13(H).

H. The balance in respect of which the Company shall account to the Customer in the circumstances specified in paragraph (G) shall be the proceeds of sale of the Goods less:

   i. The expenses of resale; and

   ii. The sum owing from the Customer to the Company.
14. Printing Materials

All labels films used for printing on disc and packaging, paper parts and other components purchased or manufactured by the Company and used by the Company in relation to the Goods or Services shall remain the exclusive property of the Company including any items subject to an extras charge. The Company shall not be obliged to preserve such components relating to the Goods or Services unless previously agreed in writing. The Company reserves the right to charge additional charges for any such components preserved.


The Company may reject any paper part, packaging copy film or other materials agreed to be supplied or specified by the Customer. Quantities of materials supplied by the Customer shall allow for normal spoilage. The Customer shall indemnify the Company against any loss, damage or expense, howsoever arising, which the Company may suffer or incur because any material supplied by the Customer is defective or unsuitable for use in any way.

16. Customer Warranties

A. The Company may refuse to manufacture, replicate, supply or otherwise deal with any matter which it considers may be illegal or unlawful or in circumstances in which the Company believes that any such manufacture of dealing by it may infringe the right of any third party or involve it in any illegal or unlawful act.

B. It is a condition of the order (and the Customer undertakes) that:

i. The manufacture or supply of or other dealing with the Goods or the performance of the Services by the Company will not infringe the copyright or other right of any third party and will not result in the Company engaging or being involved with any unlawful act and neither will it result in the Company incurring any liability whatsoever to any person, firm company or other organisation.

ii. The Customer has complied with all obligations and has obtained all permissions and consents necessary for the manufacture, supply, distribution and other dealing with the Goods.

C. The Customer will indemnify the Company against all losses, damages, cost and expenses (including legal fees on an indemnity basis) which the Company incurs, or becomes liable for, as a result of any claim that the manufacture or supply of, or other dealing with the Goods or any Services performed, in connection with any Goods by the Company, infringes the right of any third party or is otherwise illegal or unlawful or as a result of any breach by the Customer of any term of this order.

17. Company's Warranties

A. The Company warrants that the Goods will be free from material defects under normal conditions of use and when used in conjunction with the appropriate equipment. This warranty is given subject to the provision that the Company shall be under no liability in respect of any defect in the Goods arising from or out of material supplied by the Customer.

B. The Company warrants that the Services will be performed with reasonable skill and care.

C. Subject as expressly provided in these conditions, all warranties, conditions or other terms implied by statute or at common law are excluded to the fullest extent permitted by Law.
18. Exclusion of liability

The liability of the Company in respect of any Goods or Services proven to be defective shall not exceed the invoiced price of those Goods or Services which are defective and no liability shall accrue for any indirect or consequential loss including (but not limited to) loss of profit howsoever arising suffered by the Customer. The company shall have the right in full discharge of its liability to the Customer to replace the Goods or repeat performance of any Services (or the part in question) free of charge or at the Company option, to refund to the Customer the price of the Goods or Services (or a proportionate part of the price). Liability for death or personal injury caused by the negligence of the Company, its servants and agent or for fraudulent misrepresentation is not hereby purported to be excluded.

19. Acceptance of the Goods

Without prejudice to the provisions of paragraph 8, the Customer shall examine the goods immediately, in which the Purchase Order / Order Confirmation will be in accordance with the Packing List and in any event, shall give written notice to FTI within 3 working days from the delivery of the goods to which it is alleged that the goods received do not comply with the order. Subject to any such notice, the Goods will be deemed to comply with the order in all respect and the Customer shall be bound to accept and pay for the Goods under the terms hereof.

20. Return of defective goods or samples

Without prejudice to the provisions of paragraph 8 & 9, the Customer can return to the Company, within 6 months of receipt of a shipment, products which it is alleged are defective or which do not comply with the order. Product shall only be returned to the Company with prior authorization from the Company Sales Representative who will arrange for collection / shipment to FTI and will issue an RMA number to enable traceability for the products returned. The Customer will also need to supply details of alleged defect or non-conformance.

Return product shall be suitably packaged, preferably in the original packaging, and shall be well protected against transit damage to enable a suitable and sufficient investigation of the alleged defect or non-conformance on receipt at the Company. The return product shall be clearly labelled with the RMA number and shall include, within the package, details of the alleged non-conformance.

Within 1 week of receipt of any complaint the Company will respond in writing / electronically to confirm receipt and to inform the Customer of preliminary investigation findings and corrective action plan, as appropriate. Any further communication between the Customer and the Company should include reference to the RMA number.

21. Risk

If the Customer or its carrier collects the Goods the risk in them shall pass upon commencement of loading onto the collecting transport or otherwise being taken into the possession or control of the Customer, its servants or agents. If the Goods are to be delivered by the Company or its carrier the risk shall pass when the Goods have been so delivered. If the Customer does not take delivery of the Goods when duly tendered the risk shall pass when delivery should have been accepted. The Company may at its option store or insure the Goods at the expense of the Customer. All other materials (including but not limited to Customer’s supplied material) in the possession of the Company or otherwise shall be held worked on and carried at the Customer’s risk in every respect.

22. Force Majeure

The Company shall not be liable for any failure to perform any or all of its obligations under the order confirmation arising from any inability to secure or procure at reasonable cost, labour, materials or other supplies of any kind or any act of God, war, strike, lockout or other labour dispute, fire, flood, drought, air-pollution, equipment failure, legislation, order of public authority or any other cause whatsoever beyond its control.
23. Severability

If and to the extent that any provision of the order (including these General Terms of Sales) is wholly or partly illegal, void or unenforceable then such provision or offending part thereof shall be severable from the remaining provisions or parts of provisions which shall remain in full force and effect.

24. Applicable Law

The order confirmation shall in all respect be governed and construed with United Arab Emirates Law. The parties submit to the jurisdiction of Ras Al Khaimah, United Arab Emirates.

25. Paragraph Headings

Shall be ignored in interpretation
2. Standard Purchase Order Terms & Conditions

VENDOR SHALL ABIDE BY THE FOLLOWING TERMS AND CONDITIONS

1. FORMATION

These Terms and Conditions are only for the Vendor and shall administer the Purchase to the entire segregation of any other conditions. Unless any other conditions shall not be relevant in any of the agreements without express agreement in writing by both parties.

2. DEFINITIONS

a) Falcon Technologies International ("FTI") will send the RFO (Request for Quotation) (as the case may be).

b) "Vendor" shall represent the person, firm, company, or any other entity or supplier to whom the purchase order is issued.

c) "Delivery Price" means the date or dates specified in the Purchase Order by which the Supplier is required to deliver the material.

d) "Condition" states the Terms and Conditions set out herein which shall be binding on vendor.

3. ORDER ACCEPTANCE

3.1 Vendor shall acknowledge receipt of the Order.

4. WARRANTIES

4.1 The Vendor warrants that the material supplied to FTI as per Order. It shall:

4.1.1 Conform to requirements, specifications, drawings, quality or any other descriptions outlined in the RFO and the Order.

4.1.2 Prove to be of sound materials and workmanship capable of the standard of performance specified in the Order.

4.1.3 Be without defects and fit for intended purposes for which the Order is placed.

5. DEFECTS

5.1 Vendor shall provide a warranty period as stated within the Order.

5.2 The Vendor shall be responsible for remediating at its expenses any defects that may arise from the material/work during the warranty period. When a defect arises within the Warranty Period but does not become apparent until the Warranty Period has expired, Vendor’s liability shall not cease.

5.3 Vendor shall keep FTI indemnified in full against all direct, indirect or consequential liability loss, damage, injury, costs and expenses incurred by FTI as a result of or in connection with:

5.3.1 Any claim made against FTI in respect of any Loss sustained by its employees or agents or by any customer or third party to the extent that such Loss was caused by, relates to or arises from the failure, neglect or default of the Vendor or any of its agents or employees or sub-contractors.

5.3.2 On written request, the Vendor must provide certificates of currency for insurance retained in good faith in respect of the material/work during the warranty period. When a defect arises within the Warranty Period but does not become apparent until the Warranty Period has expired, Vendor’s liability shall not cease.

6. TERMS OF PAYMENT

6.1 Unless otherwise stated in the Order, payment shall be made as mentioned in the order provided. Vendor shall have the right to receive a correct and valid invoice and provided that the material is correctly delivered or properly performed and FTI accepted the item.

7. DELIVERY

7.1 The delivery date of material shall be as per the date specified in the Order and shall be supplied with the period specified in the Order as well, failing which the FTI shall be entitled to terminate the Order or any part thereof. Failure to meet the delivery as agreed upon shall be considered a breach of these Conditions and the Vendor shall be responsible to pay penalty and damages imposed upon or incurred by the FTI if (any) for failure of Vendor to deliver material according to the specifications. Furthermore, the Vendor shall bear the cost of packing, loading and carriage of the material unless otherwise agreed upon between both (FTI and Vendor).

7.2 FTI will not take in any responsibility for loss of goods, without any delivery note shown.

8. INSPECTION TESTING

8.1 Vendor agrees to permit the FTI to inspect and test the material any time prior to acceptance or delivery as the case may be.

8.2 Any material received shall immediately be replaced or corrected as required by FTI at Vendor’s expense. Such replacement or remedy shall not relieve the Vendor from any liability due to defects subsequently found in the material.

9. SET OFF

9.1 FTI shall be entitled at all times to set off any amount owing from Vendor against any amount payable at any time in connection with the Order.

10. CHANGE ORDERS

10.1 Vendor shall perform any changes to the material required by FTI which may include additions to, or reductions in quality or quantity of item. FTI shall advise notice to changesVendor in writing who shall promptly advise FTI in writing of their reasonable effect on price and delivery date.

10.2 No variation in the Price or extra changes can be made (whether on account of increased material, labor or transport cost, or fluctuation in rates of exchange or otherwise) without prior written consent of the FTI.

11. ASSIGNMENT AND SUB-CONTRACTING

Vendor shall not assign or sub-contract any part of the supply without FTI’s prior written consent. No assignment or sub-contract shall relieve Vendor of any of its obligations under the Order. Vendor shall ensure that these Conditions shall be applied in all subcontracts entered into by Vendor.

12. SAFETY OBLIGATIONS

12.1 Any item supplied or installed shall be so formulated, designed, constructed, finished and packaged as to be safe and to risk of health and all items shall be supplied with full instructions for its proper use, maintenance and repair and with any necessary warning notices clearly displayed.

12.2 Vendor shall provide FTI in writing with such information as is necessary relating to the use of any goods and materials supplied and/or used and its design, testing and use, relating to any conditions necessary to ensure it will be safe and without risk to health when properly handled, stored, transported and used. Failing to do so, Vendor will be responsible for any damage incurred by FTI, its employees or customers.

12.3 Vendor shall abide by all applicable laws, regulations, customs and good practice and where appropriate shall comply with FTI’s Safety Requirements for Contractors.

13. SUPPLY DISCONTINUITY

Vendor shall not give any notice to FTI that it is unable to deliver the material and/or the equipment supplied and/or used and its design, testing and use, relating to any conditions necessary to ensure it will be safe and without risk to health when properly handled, stored, transported and used. Failing to do so, Vendor will be responsible for any damage incurred by FTI, its employees or customers.

6. FORMATION

6.1 Unless otherwise stated in the Order, payment shall be made as mentioned in the order provided. Vendor shall have the right to receive a correct and valid invoice and provided that the material is correctly delivered or properly performed and FTI accepted the item.

7. DELIVERY

7.1 The delivery date of material shall be as per the date specified in the Order and shall be supplied with the period specified in the Order as well, failing which the FTI shall be entitled to terminate the Order or any part thereof. Failure to meet the delivery as agreed upon shall be considered a breach of these Conditions and the Vendor shall be responsible to pay penalty and damages imposed upon or incurred by the FTI if (any) for failure of Vendor to deliver material according to the specifications. Furthermore, the Vendor shall bear the cost of packing, loading and carriage of the material unless otherwise agreed upon between both (FTI and Vendor).

7.2 FTI will not take in any responsibility for loss of goods, without any delivery note shown.

8. INSPECTION TESTING

8.1 Vendor agrees to permit the FTI to inspect and test the material any time prior to acceptance or delivery as the case may be.

8.2 Any material received shall immediately be replaced or corrected as required by FTI at Vendor’s expense. Such replacement or remedy shall not relieve the Vendor from any liability due to defects subsequently found in the material.

9. SET OFF

9.1 FTI shall be entitled at all times to set off any amount owing from Vendor against any amount payable at any time in connection with the Order.

10. CHANGE ORDERS

10.1 Vendor shall perform any changes to the material required by FTI which may include additions to, or reductions in quality or quantity of item. FTI shall advise notice to changesVendor in writing who shall promptly advise FTI in writing of their reasonable effect on price and delivery date.

10.2 No variation in the Price or extra changes can be made (whether on account of increased material, labor or transport cost, or fluctuation in rates of exchange or otherwise) without prior written consent of the FTI.

11. ASSIGNMENT AND SUB-CONTRACTING

Vendor shall not assign or sub-contract any part of the supply without FTI’s prior written consent. No assignment or sub-contract shall relieve Vendor of any of its obligations under the Order. Vendor shall ensure that these Conditions shall be applied in all subcontracts entered into by Vendor.

12. SAFETY OBLIGATIONS

12.1 Any item supplied or installed shall be so formulated, designed, constructed, finished and packaged as to be safe and to risk of health and all items shall be supplied with full instructions for its proper use, maintenance and repair and with any necessary warning notices clearly displayed.

12.2 Vendor shall provide FTI in writing with such information as is necessary relating to the use of any goods and materials supplied and/or used and its design, testing and use, relating to any conditions necessary to ensure it will be safe and without risk to health when properly handled, stored, transported and used. Failing to do so, Vendor will be responsible for any damage incurred by FTI, its employees or customers.

12.3 Vendor shall abide by all applicable laws, regulations, customs and good practice and where appropriate shall comply with FTI’s Safety Requirements for Contractors.
14. SUSPENSION AND TERMINATION

14.1 FTI may terminate or suspend the Order in respect of the material to be delivered in whole or in part any time by giving written notice to Vendor.

14.2 FTI shall be entitled to terminate or suspend the Order by giving notice to FTI at any time if FTI is in default of any obligations hereunder, including without limitation compliance with any delivery date. Or in case the Vendor becomes bankrupt or insolvent, or has a receiver or administrative receiver appointed over it or over any part of its undertaking or assets, or passes a resolution for winding up (whether or not compulsory), or a resolution for the purpose of a bona fide scheme of arrangement or reconstruction, or if a court of competent jurisdiction makes an order to that effect, or if the other party becomes subject to an administration order or enters into any voluntary arrangement with its creditors or ceases to carry on business.

15. INDENMITIES

15.1 Vendor shall indemnify and defend and hold harmless FTI against any action, liability, cost, or expense whatsoever arising by reason of:

15.1.1 the breach of any applicable provision of these Conditions;

15.1.2 injury, death, of any persons caused or contributed to be the negligence or breach of these Conditions or other legal duty of Vendor or, irrespective of the negligence or breach of duty of FTI, loss or damage to any property; and

15.1.3 all consequential or indirect losses (whether foreseeable or not) incurred by Vendor, irrespective of the negligence or breach of duty of FTI.

15.2 Vendor shall maintain insurance cover in accordance with Condition 15.1; or

15.2.2 otherwise required in relation to the supply of the Work; and shall provide to FTI on demand valid certificate of insurance in respect thereof.

The content of any contract and/or any information received from FTI in connection with the Order ("Confidential Information") shall be held strictly confidential by the vendor and shall not be accessible by vendor to third parties without the prior written consent of FTI provided that vendor may, without such approval of FTI being required, disclose any such information to:

(a) its employees or subcontractors employed to the extent reasonably necessary for the performance of the relevant contract, provided that such employees are bound by confidentiality obligations not less stringent than contained in these conditions; or

(b) to the extent required by any applicable laws and governmental authority or court order. Vendor's obligation referred in in this condition shall not apply to any information, which vendor can prove by written evidence: (a) is or through no breach of these conditions by vendor becomes generally known or available to the public; or (b) is known to vendor by written evidence: (a) is or through no breach of these conditions by vendor becomes generally known or available to the public; or (b) is known to vendor by written evidence: (a) is or through no breach of these conditions by vendor becomes generally known or available to the public; or (b) is known to vendor by written evidence.

16. ENVIRONMENTAL REQUIREMENTS

Regulatory Compliance Vendor must comply with all relevant environmental laws and regulations and effective field practices.

Vendor should implement control measures to ensure environmental protection. These include: pollution prevention and response measures, erosion and sediment control, air emissions and dust control, clean up and restoration of disturbed areas.

17. FORCE MAJEURE

17.1 The FTI reserves the right to defer the date of delivery or payment or to cancel the Order or reduce the volume of the material ordered if prevented or delayed in the carrying on of its business through any circumstances beyond its reasonable control.

17.2 Without prejudice to the generality of condition 17.1 the following shall be included without limitation as cause beyond control and FTI's reasonable control:

(a) governmental actions, war or threat of war, national emergency, riot, civil disturbance, sabotage;

(b) act of God, fire, explosion, flood, epidemic or accident;

(c) import or export regulations or embargoes;

(d) strikes or lockouts by workers of the Vendor;

(e) war, commotion, riot, civil commotion, or insurrection,

(f) any act or omission which cannot be prevented or delayed from being performed.

18. WAIVER

Vendor agrees to waive any right to exercise a lien, to make a claim or seek enforcement of a right to make payment direct to any holder of such lien or claimant such payments to be reimbursed to Vendor.

19. ERRORS

FTI reserves the right to require that any errors or omissions in the Order or other relevant documents be corrected by the Vendor. Vendor shall at FTI's request, furnish proof satisfactory to FTI that all such errors, claims, suits, judgments and awards have been satisfied or released. FTI shall also have the right to make payment direct to any holder of such claim to claimant such payments to be reimbursed by Vendor on demand.

20. NOTICES

Notices shall be in writing unless otherwise specified in the Order. Any notice given to the Vendor by FTI shall be considered received by the Vendor if it is addressed to the addresses of the parties stated in the Order or to any address subsequently notified by writing to the Vendor. Notices shall be deemed to have been served when sent by facsimile, Telex or recorded delivery post to the respective addresses of the parties stated in the Order or to any address subsequently notified in writing to the other party.

21. WAIVER

Any failure of FTI to enforce at any time or for any period of time, any of the provisions of these Conditions shall not constitute a waiver of such provisions.

22. PACKAGING

All Goods and Services must be packaged in accordance with any applicable shipping and transportation standards or regulations, and must conform to any relevant packaging specifications notified by the Company.

23. SERVICES

All Services must be performed in the premises of FTI and all Confidential Information, including product information and technology information, must be stored, maintained, accessed from, and utilized only at site.

24. SHIPPING

Each shipment made by Vendor under such purchase order is to be in accordance with the freight terms and other shipping instructions specified on the purchase order.

25. ENVIRONMENTAL REQUIREMENT

Regulatory Compliance Vendor must comply with all relevant environmental laws and regulations and effective field practices.

Vendor should implement control measures to ensure environmental protection. These include: pollution prevention and response measures, erosion and sediment control, air emissions and dust control, clean up and restoration of disturbed areas.

18. WAIVER

Vendor agrees to waive any right to exercise a lien, to make a claim or seek enforcement of a right to make payment direct to any holder of such lien or claimant such payments to be reimbursed to Vendor.

19. ERRORS

FTI reserves the right to require that any errors or omissions in the Order or other relevant documents be corrected by the Vendor. Vendor shall at FTI's request, furnish proof satisfactory to FTI that all such errors, claims, suits, judgments and awards have been satisfied or released. FTI shall also have the right to make payment direct to any holder of such claim to claimant such payments to be reimbursed by Vendor on demand.

20. NOTICES

Notices shall be in writing unless otherwise specified in the Order. Any notice given to the Vendor by FTI shall be considered received by the Vendor if it is addressed to the addresses of the parties stated in the Order or to any address subsequently notified by writing to the Vendor. Notices shall be deemed to have been served when sent by facsimile, Telex or recorded delivery post to the respective addresses of the parties stated in the Order or to any address subsequently notified in writing to the other party.

21. WAIVER

Any failure of FTI to enforce at any time or for any period of time, any of the provisions of these Conditions shall not constitute a waiver of such provisions.

22. PACKAGING

All Goods and Services must be packaged in accordance with any applicable shipping and transportation standards or regulations, and must conform to any relevant packaging specifications notified by the Company.

23. SERVICES

All Services must be performed in the premises of FTI and all Confidential Information, including product information and technology information, must be stored, maintained, accessed from, and utilized only at site.

24. SHIPPING

Each shipment made by Vendor under such purchase order is to be in accordance with the freight terms and other shipping instructions specified on the purchase order.

25. ENVIRONMENTAL REQUIREMENT

Regulatory Compliance Vendor must comply with all relevant environmental laws and regulations and effective field practices.

Vendor should implement control measures to ensure environmental protection. These include: pollution prevention and response measures, erosion and sediment control, air emissions and dust control, clean up and restoration of disturbed areas.