



Purchase Order Terms and Conditions

These Terms and Conditions (the "Conditions") are incorporated into the Purchase Order and apply to the exclusion of any other agreements, whether oral or written between Sidra and the Vendor. These Conditions may not be varied, waived, superseded or modified except with the prior written agreement of Sidra.

1. DEFINITIONS

means these Purchase Order Terms and Conditions

"Conditions"

"Deliverables"

"Delivery Date"

"Key Personnel"

"PO" or "Purchase Order"

"Purchase Order Notice"

"Sidra"

"Vendor"

means the organization to which the Purchase Order is addressed

means the goods and/or services specified in the Purchase Order to be delivered on or before the Delivery Date

means the date, or dates, specified in the Purchase Order when the Vendor is required to deliver the Deliverables

means project managers or other senior personnel appointed by the Vendor in relation to the delivery of the Deliverables

means the Purchase Order and all other related documents, including the Purchase Order Notice and these Conditions

means the Purchase Order Notice that may contain additional terms and conditions relating to Sidra's purchase of the Deliverables

means Sidra Medical & Research Center, Doha, Qatar

means the organization to which the Purchase Order is addressed

means the Purchase Order and all other related documents, including the Purchase Order Notice and these Conditions

means the Purchase Order Notice that may contain additional terms and conditions relating to Sidra's purchase of the Deliverables

means Sidra Medical & Research Center, Doha, Qatar

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means Sidra Medical & Research Center, Doha, Qatar

means the organization to which the Purchase Order is addressed

2. INTERPRETATION

a. The headings in these Conditions are for reference only, and shall not be taken into consideration in the interpretation of these Conditions.

b. Words importing the singular only shall also include the plural and vice versa, unless the context clearly requires otherwise.

3. GENERAL

a. By accepting Sidra's Purchase Order or providing goods or services the Vendor is deemed to have accepted these Conditions to the exclusion of any other terms and conditions in or referred to in any documentation or any kind provided by the Vendor. Any documentation provided by the Vendor including or importing to include additional terms and conditions are hereby rejected by Sidra and the vendor's acceptance of the Conditions or delivery of the goods or services shall constitute and is conditional upon the Vendor's acceptance of Sidra's Conditions.

b. Where Sidra and the Vendor have signed a separately negotiated contract in respect of goods or services referred to in this PO, to the extent that there is any conflict between these Conditions and such contract, the terms of such separately negotiated, signed contract shall take precedence.

c. Delivery of the Deliverables shall be on the date and at the location specified by Sidra during Sidra's normal hours of business.

d. If the Deliverables are not delivered to Sidra by the delivery date, the Vendor shall pay to Sidra, as liquidated damages, [one per cent (1%) of the value of this Purchase Order for each day's delay up to a maximum of [ten percent (10%)]. The Vendor shall pay these liquidated damages on demand or Sidra may deduct them. The Vendor acknowledges that these liquidated damages are reasonable and proportionate to protect Sidra's legitimate interest in performance by the Vendor.

e. For all goods that form part of the Deliverables, Vendor shall bear the risk of loss of, or damage to: (a) the Deliverables until accepted by Sidra and (b) rejected Deliverables after receipt of Sidra's notice of rejection which shall be given by Sidra within two (2) weeks of delivery. Equipment based Deliverables purchased shall be new and unused, with no refurbished parts, title shall trans acceptance by Sidra, and risk of loss shall pass to Sidra upon possession of the equipment; however, Vendor shall be responsible for damage caused by Vendor's employees, subcontractors and agents. For all services that form part of the Vendor shall perform the services with reasonable care, efficiency and diligence in accordance with any professional standards applicable to the nature of the services to be provided.

4. VARIATION ORDER

a. Sidra reserves the right to increase or decrease the scope of the PO by up to ten per cent (10%) of the total value of the purchased items, at the same rates set out in the PO, upon provision of a written variation order to Vendor.

b. All variation orders shall be in writing highlighting the details of the variation, the original order amount, the revised total order amount including the variation and any revision to the Delivery Date, if applicable.

c. Reasonable adjustment of the Delivery Date by the Vendor shall be accepted by Sidra to fulfill the delivery of any variation order, yet it shall be the Vendor's responsibility to obtain written approval for any revision to the Delivery Date.

5. PARTIAL ORDER

Partial order delivery shall not be accepted without prior written consent from Sidra. Sidra shall, at its sole discretion be entitled to reject a request for a partial delivery without stating a reason for such rejection.

6. INVOICING AND PAYMENT

- a. Invoices, along with all necessary supporting documents, may be submitted by the Vendor as follows:
 - (i) In person to Accounts Payable in the Sidra Finance Department;
 - (ii) Mailed to Accounts Payable Section, Finance Department, Sidra Medical and Research Center, PO Box 26999, Doha, Qatar;
 - (iii) Sent by email to accounts.payable@sidra.org

b. Subject to Sidra's acceptance of the Deliverables, Sidra shall make best efforts to pay within forty five (45) days of receipt of the invoice along with the necessary supporting documentation.

c. Sidra accepts no responsibility for any delay in payment that results from any misdirected invoice not submitted to Accounts Payable

d. Any payment made, or approved, by Sidra, shall not be deemed as acceptance of the Deliverable, and shall not be considered to relieve the Vendor from any liability arising out of, or in any way connected with, the performance of the Vendor's obligations this PO and Conditions.

e. Sidra reserves the right to withhold payment for delivery of any Deliverable which is not in accordance with the agreed scope of work or specification.

f. Sidra reserves the right to dispute any item in any invoice, or the entire invoice, and shall within twenty (20) calendar days following receipt of such invoice notify the Vendor of the disputed item or amount, specifying the reason for the dispute. Payment for the disputed item shall be withheld until settlement, save that payment shall be made for any undisputed portion. Sidra accepts no responsibility for any delay in payment that results from a disputed invoice

7. INSPECTION AND ACCEPTANCE

The Vendor shall permit Sidra authorized representatives to make any inspections or tests that may reasonably be required at any time and, where applicable, the Vendor shall facilitate such inspections free of charge at the Vendor's premises. During or after such inspections, no failure to make a complaint and no approval given shall constitute a waiver by Sidra of any rights or remedies in respect of the Deliverables, and in particular, Sidra retains the right to reject Deliverables if the Deliverables are not in accordance with agreed scope or specification.

8. PERSONNEL

All Vendor Key Personnel shall be approved by Sidra prior to commencement of the Services, and any replacement or additions to the Vendor's personnel must be approved by Sidra. Vendor will ensure that all of its employees comply with all directions given to them by Sidra, all Sidra's by-laws, rules and policies and with all health and safety requirements of Sidra.

9. TERM AND TERMINATION

- a. The PO shall become effective on the Effective Date, and shall remain effective until all obligations are fulfilled by the Vendor in accordance with the agreed scope or specification (the "Term").
- b. Sidra may terminate this PO immediately on written notice to the Vendor if the Vendor fails or in Sidra's reasonable opinion is likely to fail to deliver the Deliverables on or before the Delivery Date.
- c. Sidra may, at its sole discretion, terminate this PO with or without cause at any time during the Term by providing Vendor with two weeks written notice of termination provided that Sidra shall pay the Vendor for any delivered Deliverables delivered prior to the date of termination on a quantum meruit basis.
- d. Sidra may, suspend or delay the performance of the services in its sole discretion, and shall compensate Vendor for any costs that are due directly to Sidra's suspension or delay.

10. TAXES

- a. The Vendor's agreed amount and rates, as specified in the Purchase Order, include all taxes, duties, levies, fiscal contributions and other charges of whatever nature (including, without limitation, all taxes, duties, levies, fiscal contributions and other charges as may be assessed by the State of Qatar), as may be imposed upon the Vendor and the Vendor's personnel (including taxes that may be introduced in the future), unless otherwise agreed by Sidra.

b. Payments made by Sidra pursuant to these Conditions to non-resident service providers with respect to services not connected with a permanent establishment in Qatar are subject to withholding tax of between five percent (5%) and seven percent (7%) of the gross amount otherwise payable by Sidra to the service provider and Sidra shall make such deductions and remit such amounts to the relevant authorities in Qatar.

11. REPRESENTATIONS AND WARRANTIES

Vendor represents and warrants that: (a) all goods-based Deliverables are new and free from defects; (b) all Deliverables will conform to: (i) applicable specifications, documentation, standards of quality and performance; and (ii) any requirements identified by Sidra and agreed to by Vendor; and (c) that it shall provide all services to Sidra in a competent, efficient and professional manner to a standard that is acceptable to Sidra. Vendor shall assign and pass through to Sidra any third party warranties and indemnities where it is possible to do so.

12. ASSIGNMENTS AND SUBCONTRACTS

This Purchase Order shall not be assigned or subcontracted, in whole or in part, by Vendor, whether by operation of law or otherwise, without prior written consent of Sidra.

13. CONFIDENTIALITY

Each party shall keep confidential the Confidential Information of the other party. The receiving party shall not directly or indirectly disclose, copy, distribute, republish or allow any third party to have access to any Confidential Information of the disclosing party, except that: (a) either party may disclose the other's Confidential Information to such party's employees and authorized agents who have a need to know; and (b) either party may disclose Confidential Information if required by law, in accordance with the terms of this Section. The receiving party shall promptly notify the disclosing party of any unauthorized use or disclosure of the Confidential Information of the disclosing party. "Confidential Information" means any material, data or information, disclosed by either party to the other that is not generally known by or disclosed to the public or to third parties, whether or not revealed as confidential, and including, without limitation, Sidra's patent and employee information. Confidential Information does not include information in the public domain and/or information in the rightful possession of the other party.

14. LIMITATIONS OF LIABILITY

Except as set forth below, neither party shall be liable for any consequential, incidental, indirect, exemplary, special or punitive damages, arising out of or in any manner relating to the PO or the performance or breach hereof. The above limitations of liability shall not apply to: (1) damages arising out of or relating to either party's failure to comply with its confidentiality obligations under this Purchase Order; (2) either party's indemnification obligations under Section 12; (3) sonal injury, including death, and damage to tangible property caused by the negligent or intentional acts of a party or its employees, agents, or subcontractors.

15. INDEMNIFICATION

Vendor shall indemnify, defend and hold Sidra, its Affiliates (including Qatar Foundation), and their Authorized Users, successors and assigns (collectively, the "Indemnified Parties") harmless from and against any and all claims, liabilities, obligations, judgments, causes of actions, damages, costs and expenses (including reasonable attorneys' fees) arising out of any breach of this Purchase Order.

16. MISCELLANEOUS

- This Purchase Order, including all documents incorporated herein by reference, shall constitute the entire agreement relating to the subject matter hereof.
- This Purchase Order may be modified only pursuant to a writing executed by Sidra and Vendor.
- The intellectual property rights to any work performed under this PO shall belong to Sidra for its exclusive use in any way it deems necessary.
- The PO shall be governed by and enforced in accordance with the laws of Qatar (without regard to conflicts of laws provisions thereof and without regard to the United Nations Convention on Contracts for the International Sale of Goods). Vendor agrees and consents to the sole jurisdiction and venue of the courts of Doha, Qatar.

17. BANK CHARGES