

# PURCHASE TERMS & CONDITIONS

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## 1. GENERAL AND DEFINITIONS

Any purchase by Aeon International Gulf LLC (hereinafter referring to as "Aeon") is expressly made conditional on the assent of the supplier (hereinafter referred to as "Supplier") to these terms and conditions of purchase (the "Terms and Conditions"). The following definitions and rules of purchase apply in these conditions:

**Contract:** The Order and the Supplier's acceptance of the Order.

**Goods and Services:** any goods and/or services agreed in the Contract to be bought by Aeon from the Supplier (including any part or parts of them). For the avoidance of doubt these terms and conditions apply in respect of an Order solely in respect of Goods, solely in respect of Services or a combined order for both Goods and Services.

**Order:** Aeon's written instruction to supply the Goods and Services, incorporating these conditions.

## 2. ACCEPTANCE

2.1 Subject to any variation under condition 2.4, these conditions are the only conditions upon which Aeon is prepared to deal with the Supplier, and they shall govern the Contract to the entire exclusion of all other terms or conditions.

2.2 Each Order for Goods and Services by Aeon from the Supplier shall be deemed to be an offer by Aeon to buy Goods and Services subject to these conditions and no Order shall be accepted until the Supplier either expressly by giving notice of acceptance, or impliedly by fulfilling the Order, in whole or in part accepts the offer

2.3 No terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement or acceptance of order, specification or similar document shall form part of the Contract and

any right which it otherwise might have to rely on such terms and conditions.

2.4 These conditions apply to all Aeon purchases and any variation to these conditions shall have no effect unless expressly agreed in writing and signed by the director of Aeon.

## 3. AUTHORISATION

Aeon accept no liability for any Goods and Services delivered unless the Order has been placed or amended on its behalf by a duly authorised officer of Aeon, and against an official purchase order number.

## 4. PRICES

The price as stated on the Order is fixed and inclusive of VAT unless otherwise stated or agreed by a director of Aeon in writing. The price includes delivery to the stipulated destination.

## 5. PAYMENT

5.1 Payment shall normally be made against the Supplier's detailed invoice at the end of the month following that month in which the invoice is received by Aeon, provided such Goods and Services comply with the specification and with the terms and conditions of the Order.

5.2 Time for payment shall not be of the essence of the Contract.

5.3 Without prejudice to any other right or remedy Aeon reserves the right to set off any amount arising at any time from the Supplier to Aeon.

5.4 The Supplier is not entitled to suspend deliveries of the Goods and Services as a result of any sums being outstanding from Aeon. The payment terms shall only be amended by agreement in writing by the director of Aeon.

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5.5 All invoices must be received at the invoice point shown by Aeon within three days after delivery of the Goods and Services.

## 6. PACKAGING

The Supplier will package Goods in a manner suitable for transit and/or storage at no cost to Aeon. Aeon will not pay for or return packing materials, unless previously arranged and confirmed in writing.

## 7. DELIVERY

7.1 Goods shall be delivered, carriage paid to Aeon's place of business or to another place of delivery as is agreed by the director of Aeon in writing prior to delivery of the Goods. The Supplier shall off-load the Goods at its own risk as directed by Aeon. Services shall be delivered in such a manner as should be directed by Aeon.

7.2 The date for delivery shall be specified in the Order, or if no such date is specified then delivery shall take place within 28 days of the Order.

7.3 The Supplier shall invoice monthly and separately from despatch of the Goods or delivery of Services to Aeon.

7.4 The Supplier shall ensure that each delivery of Goods is accompanied by a delivery note which shows, inter alia, the Order number, date of Order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.

7.5 Time for delivery shall be of the essence.

7.6 Unless otherwise stipulated by Aeon in the Order, deliveries shall only be accepted by Aeon in normal business hours between 9.00am and 5.00pm Monday to Friday.

7.7 If Goods or Services are not delivered on the due date then, without prejudice to any other rights which it may have, Aeon reserves the right to:

- (a) cancel the Contract in whole or in part;
- (b) refuse to accept any subsequent delivery of the Goods or Services which the Supplier attempts to make;
- (c) recover from the Supplier any expenditure reasonably incurred by Aeon in obtaining the Goods or Services in substitution from another supplier; and
- (d) claim damages for any additional costs, loss or expenses incurred by Aeon which are in any way attributable to the Supplier's failure to deliver the Goods or Services on the due date.

7.8 If the Supplier requires Aeon to return any packaging material to the Supplier that fact must be clearly stated on any delivery note delivered to Aeon and any such packaging material shall only be returned to the Supplier at the cost of the Supplier.

7.9 Where Aeon agrees in writing to accept delivery by instalments the Contract shall be construed as a single contract in respect of each instalment. Nevertheless, failure by the Supplier to deliver any one instalment shall entitle Aeon at its option to treat the whole Contract as repudiated.

7.10 If the Goods or Services are delivered to Aeon more than the quantities ordered Aeon shall not be bound to pay for the excess and any excess shall be and shall remain at the Supplier's risk and shall be returnable at the Supplier's expense.

7.11 Aeon shall not be deemed to have accepted the Goods or Services until it has had five working days to inspect them following delivery. Aeon shall also have the right to reject the Goods or Services as though they have not been accepted for twenty working days

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after any latent defect in the Goods or Services has become apparent.

## 8. PASSING OF PROPERTY

8.1 The property and risk in Goods and Services shall pass from the Supplier to Aeon when delivery is complete or (in the case of delivery instalments) on completion of the delivery of each instalment.

8.2 Where the Goods and Services or any part of them though ready for delivery are retained by the Supplier pending delivery instructions, then the property in such Goods and Services shall pass to Aeon upon payment, but the risk in such Goods and Services shall remain with the Supplier until actual delivery. For the purpose of this clause, completion of delivery of Goods shall not occur until the Goods have been offloaded and stacked for storage.

## 9. INSPECTION AND TESTING

9.1 The Goods and Services shall conform in every respect to the specifications, drawings, samples or descriptions provided or adopted by Aeon and be free from defects in material or workmanship.

9.2 Prior to acceptance the Supplier shall inspect and test the Goods and Services for compliance with the Order and in assessing their fitness for use Aeon shall be deemed to rely upon the Supplier's skill and judgement.

9.3 The Supplier shall, if requested by Aeon, supply certified copies of records of such inspection and tests free of charge.

9.4 The Supplier will grant to Aeon, Aeon's nominated representative or customer, a right of access at all reasonable times for the purpose of verifying Goods and Services against specified requirements,

progress and carrying out or witnessing any inspection procedures.

9.5 Such tests and inspection as Aeon may carry out shall not in any way diminish, affect or impair on the Supplier's obligations.

9.6 If the results of such inspection or testing cause Aeon to be of the opinion that the Goods or Services do not conform or are unlikely to conform with the Order or to any specifications and/or patterns supplied or advised by Aeon to the Supplier, Aeon shall inform the Supplier and the Supplier shall immediately take such action as is necessary to ensure conformity and in addition Aeon shall have the right to require and witness further testing and inspection.

9.7 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and Services and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under the Contract.

9.8 Any performance characteristics specified by the Supplier in any tender or literature prepared by the Supplier or specified in the Contract are of the essence and shall form part of it.

9.9 The Supplier will inform Aeon immediately of any modification affecting the performance or essential specified characteristics of the Goods and Services or any tooling associated with Goods as found necessary during commissioning or manufacture.

9.10 Aeon shall not be bound to accept any modification unless Aeon has agreed to do so in writing.

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## 10. GUARANTEE AND INDEMNITY

10.1 Without prejudice of any rights that Aeon may have by statute, common law or otherwise if within 12 months after Goods and Services have been put to use by Aeon any defect in the Goods and Services shall be discovered or arise in the normal course of usage, the Supplier shall remedy the defect either by replacement or repair at its own expense.

10.2 The Supplier will not be entitled to reject any claim made in respect of any defect arising within the guarantee period on the basis that Aeon failed to make the complaint during such period.

10.3 The provisions of this clause shall apply to Goods and Services so replaced or repaired and shall be effective from the date of such replacement or repair being put into service but shall not prejudice any of Aeon's rights resulting from any defects in the Goods and Services.

10.4 If in the case of proprietary goods and services the Supplier gives its own specific guarantee or warranty in terms not less favourable than that laid out in condition 9.1, then Aeon shall accept such guarantee or warranty in lieu of condition 9.1. Also, any terms of the Supplier's guarantee or warranty which seek to limit the Supplier's obligations and liabilities under this contract shall be of no effect.

10.5 The Supplier shall keep Aeon indemnified in full against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by Aeon as a result of or in connection with:

- (a) defective workmanship, quality or materials;
- (b) an infringement or alleged infringement of any intellectual property rights caused by the use, manufacture or supply of the Goods and Services; and
- (c) any claim made against Aeon in respect of any liability, loss, damage, injury, cost or expense sustained by Aeon employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods and Services as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the terms of the Contract by the Supplier.

## 11. DETERIORATION OF GOODS

If the Goods and Services are perishable or have a life expectancy of a fixed duration or if there are any circumstances known to the Supplier which adversely effect on the life-span of the Goods and Services the Supplier will forthwith advise Aeon in writing of all such necessary and appropriate information relating thereto which shall form part of the description of the Goods and Services.

## 12. REJECTION AND CANCELLATION

12.1 If the Goods and Services do not comply with the Order, or any of the conditions of the Order are broken or not complied with by the Supplier, or it is clear that the Supplier will be unable to perform its part of the Order, Aeon shall at its discretion be entitled to reject the Goods and Services and/or cancel the Order (notwithstanding that the property in the Goods and Services may have passed) by giving written notice to the Supplier and the following provisions shall where appropriate apply:

- (a) Aeon shall return to the Supplier at its risk and expense any rejected Goods or any Goods already delivered which, by reason of non-delivery of the balance are not reasonably

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capable of use by Aeon or at Aeon's option shall require the Supplier to collect the same. In so far as it is practicable, Services rendered which are capable of being physically returned to Supplier will likewise be returned, but a practical inability to do so will not prejudice any of Aeon's other rights under these terms and conditions.

**(b)** Aeon may at its discretion require the Supplier to either restore or rectify the Goods and Services to its satisfaction and at the Supplier's expense or to replace any Goods and Services so rejected upon the same conditions as herein stated.

**(c)** The Supplier will repay to Aeon any money paid by Aeon in respect of rejected or undelivered Goods and Services.

**(d)** Aeon reserves the right to carry out at the Supplier's expense such work as may be necessary to make the Goods and Services or any part thereof comply with the Contract.

## **13. FORCE MAJEURE**

13.1 Aeon shall not be liable to the Supplier for failure to accept delivery of the Goods and Services resulting from any breakdown of plant or apparatus, fire, explosion, accident, picket, strike, lock-out or any other event, or cause beyond control.

13.2 If the Supplier fails to perform any part of this Order by reason of any event or cause specified in the preceding sub-clause Aeon may at its discretion suspend or cancel the delivery of the Goods and Services and/or the performance of this Order without any liability to the Supplier for payment. In this event Aeon shall also be able to recover from the Supplier such sums of money expended by Aeon in connection with this Order.

## **14. ASSIGNMENT AND SUB-CONTRACTING**

The Supplier shall not without Aeon's written consent assign transfer or sub-contract the Order or part of it to any third party. Aeon may assign the contract

or any part of it to any person, firm or company.

## **15. CONFIDENTIALITY**

15.1 This Order and the subject matter thereof shall be treated as confidential between the parties and shall not be disclosed or publicized to any third party for any reason without Aeon's prior written consent.

15.2 The Supplier will not use Aeon's name or other identity for advertising or publicity purposes without Aeon's prior written consent.

15.3 The Supplier 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 the Supplier by Aeon or its agents and any other confidential information concerning Aeon's business or its products which the Supplier may obtain and the Supplier shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Supplier's obligations to Aeon and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Supplier.

## **16. AEON PROPERTY**

Materials, equipment, tools, dies, moulds, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by Aeon to the Supplier or not so supplied but used by the Supplier specifically in the manufacture/provision of the Goods and Services shall at all times be and remain the exclusive property of Aeon but shall be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to Aeon and shall not be disposed of other than in accordance with Aeon's written instructions,

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, nor shall such items be used otherwise than as authorised by Aeon in writing.

## 17. INSURANCE AND IDEMNITY

17.1 The Supplier will ensure to their full value any goods, tools, material and any other property provided by or through Aeon to the Supplier for the Supplier's use while they are in its possession or in the possession of any carrier employed by it.

17.2 The Supplier shall hold any insurance monies payable to Aeon on trust for Aeon.

## 18. TERMINATION

18.1 Aeon shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Supplier written notice whereupon all work on the Contract shall be discontinued and Aeon shall pay to 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 any consequential loss.

18.2 Aeon shall have the right at any time by giving notice in writing to the Supplier to terminate the Contract forthwith if:

- (a) the Supplier commits a material breach of any of the terms and conditions of the Contract; or
- (b) any distress, execution or other process is levied upon any of the assets of the Supplier; or
- (c) the Supplier has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose

only of reconstruction or amalgamation, or has a receiver or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Supplier or notice of intention to appoint an administrator is given by the Supplier or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Supplier or for the granting of an administration order in respect of the Supplier, or any proceedings are commenced relating to the insolvency or possible insolvency of the Supplier; or (d) the Supplier ceases or threatens to cease to carry on its business; or

(e) the financial position of the Supplier deteriorates to such an extent that in the opinion of Aeon the capability of the Supplier adequately to fulfil its obligations under the Contract has been placed in jeopardy.

18.3 The termination of the Contract, however arising, shall be without prejudice to the rights and duties of Aeon accrued prior to termination. The conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

## 19. REMEDIES

19.1 Without prejudice to any other right or remedy which Aeon may have, if any Goods and Services are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of the Contract, Aeon shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods and Services have been accepted by Aeon:

- (a) to rescind the Order;
- (b) to reject the Goods and Services (in whole or in part) and return them to the Supplier at the risk and cost

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of the Supplier on the basis that a full refund for the Goods and Services so returned shall be paid forthwith by the Supplier;

**(c)** at Aeon's option to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Goods and Services or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;

**(d)** to refuse to accept any further deliveries of the Goods and Services but without any liability to the Supplier;

**(e)** to carry out at the Supplier's expense any work necessary to make the Goods and Services comply with the Contract; and

**(f)** to claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of the Contract.

## **20. WAIVER**

No admission act or omission made by Aeon on its part during the continuance of this Order shall constitute a waiver of or release the Supplier from liability under any of its terms.

## **21. THIRD PARTY**

Subject to any rights which may accrue to any successor or permitted assignee of (the parties), no provision of this (agreement) shall or may be construed as creating any right(s) enforceable by a third party and all third party rights as may be implied by law are hereby excluded to the fullest extent permitted by law from this (agreement).

## **22. SEVERABILITY**

If any provision of the contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidability, unenforceability or unreasonable it shall, to the extent such illegally, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the

remaining provisions of the contract and the remainder of such provisions shall continue in full force and effect.

## **23. UAE LAW**

This Contract shall be construed in accordance with the laws of United Arab Emirates, and the parties submit to the exclusive jurisdiction of the UAE courts.