

Purchase Order

COMPANY:

KURDISTAN PIPELINE COMPANY
PTE. LTD.
4th floor, Global Business Center,
Gulan Street, Erbil, Iraq
www.kpc.co.com

P.O No. KPC2101-0000-PRC-PO-0060
Requisition No. KPC-000000004

Date: 30-Mar-21

Site: KPC Central Warehouse

SUPPLIER:

Starlight Airlines
Address: Dream City (No. 1176), Erbil,
Kurdistan, Iraq
Mob : +964 751 741 8862
Email: marketing.ebl@starlightairline.com

Delivery point: KPC Central Warehouse at Gazna Road
Supplier quotation 202101222upd/2021

Requisitioner	Delivery date	INCOTERM	Payment term
Rizgar Saber	NA	DDP	Net30 after KPC acceptance

Scope of Supply/Services					
No	Product Name/Description	Qty	UoM	Unit Price/US\$	Total/US\$
1	Customs Clearance at Erbil International Airport	10	Per AWB	75	750
2	1 Ton pickup (from EIA to KPC Warehouse -Gazna Road)	4	Per Trip	50	200
3	2 Ton pickup (from EIA to KPC Warehouse -Gazna Road)	4	Per Trip	100	400
4	5 Ton self-loader crane/Hiab (from EIA to KPC Warehouse -Gazna Road)	2	Per Trip	250	500
5	Any additional charges shall be as per actual(official) receipt (invoices for additional charges will be settled under this line item)	case by case (per actual receipts)	case by case (per actual receipts)	1,150	1,150
6	This PO is considered as a call off agreement; we will require the services of Starlight Airlines based on KPC's needs and requirements from the signed date to 31/12/2021. The figures (quantities) are only estimations / forecasts for 2021 and they don't represent commitment	-	-	-	-
Total, including all taxes USD:					3,000

Acceptance by supplier:

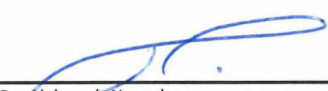
By signing this Purchase Order, supplier agrees to perform the work specified herein in accordance with the attached Terms and Conditions. Supplier's approval of this Purchase Order is acceptance of its Terms and Conditions. These Terms and Conditions shall supersede any other terms and conditions as may be attached to any field service tickets or work orders as may be provided by Supplier at the delivery point and KPC expressly rejects such terms and conditions, irrespective of whether such documents are signed by KPC.

On behalf of COMPANY:

KURDISTAN PIPELINE COMPANY PTE. LTD.

On behalf of SUPPLIER:

STARLIGHT AIRLINES

By: 
Position: Branch Head/Operating Director

By: _____
Position: _____

**Invoicing Instructions:**

All invoices submitted to KPC must contain below information:

- * Your company name and address, phone, and email address
- * Itemized invoice, with invoice number, invoice date, and reference to KPC PO, data sheets, certificates (if applicable)
- * Approved delivery note (for goods and materials received by KPC) or timesheet/service ticket
- * Company banking information for payment
- * Provide original invoice to KPC office and email copy to requisitioner and KPC Finance (accounts.payable@kpc.co.com)



PURCHASE ORDER – TERMS AND CONDITIONS

1. DEFINITIONS

1.1 The terms below are defined as follows:

"**Delivery Date**" means the date Goods/Services are to be delivered.

"**Delivery Point**" means the location where the Goods/Services are to be delivered by Supplier as set forth on the face page of this Purchase Order.

"**Goods**" means the goods to be delivered by Supplier pursuant to this Purchase Order.

"**Services**" means the services to be performed by supplier pursuant to this Purchase Order.

"**Purchase Order**" means collectively, the Purchase Order, these Terms and Conditions, the face page attached to these Terms and Conditions and any other Schedules attached to or incorporated by reference herein.

"**Supplier's Personnel**" means Supplier's employees, subcontractors, agents and representatives engaged in the performance of Work.

"**Terms and Conditions**" means these terms and conditions.

"**Total Price**" means the total price payable by KPC to Supplier for the performance of the Work as set forth on the face page attached to these Terms and Conditions.

"**Deliverable**" means each or any of the packages of Services, Goods and/or data relating thereto to be completed and delivered by the Contractor as part of the Services in accordance with the requirements of the Purchase Order;

"**Work**" means the Goods and/or Services to be furnished, rented, or performed by Supplier pursuant to this Purchase Order.

"**Party**" and "**Parties**" have the meanings given in this Purchase order.

2. INDEPENDENT CONTRACTOR

Supplier is and shall be an independent contractor, and nothing in this Purchase Order shall be construed to constitute Supplier, its employees, agents or subcontractors as an agent or employee of KPC.

3. COMPANY'S REPRESENTATIVE

3.1 On or before the date of the Purchase/Service Order, KPC "the Company" shall appoint a representative (the "Company's Representative") to whom the Contractor's personnel engaged on the Services, including the Project Executive and Key Personnel, shall report, and shall have notified the Contractor of such appointment and the contact details for the Company's Representative.

3.2 The Company's Representative shall have authority to represent and act for the Company at all times during the performance of the Contract, and the Contractor shall be entitled to rely on the authority of the Company's Representative to act for, and commit the Company in regard to, all matters in connection with the operation of the Contract and the performance of the Services. All notices, instructions, information and all other communications given to or by the Company's Representative (written or oral) shall be deemed to have been given by the Company.

4. ACCEPTANCE

4.1 All Deliverables shall be prepared by the Contractor in accordance with the Contract. The Contractor shall submit those Deliverables for the approval of the Company.

4.2 Provided the Contractor has submitted the Deliverables together with all attachments in accordance with the requirements of the Contract, the Company's Representative shall within fifteen (15) days of their receipt, or such other period as may be agreed by the Parties, give written notice to the Contractor that the Deliverables:

4.2.1 are approved (in this case, such notice shall constitute an acceptance notice); or

4.2.2 fail (to the extent stated) to comply with the Contract.

4.3 If additional information is required for the proper assessment of the Deliverables, the Company's Representative shall promptly request such information and the procedure set out in Clause 4.2 shall be repeated as of the date of receipt by the Company's Representative of such additional information.

4.4 In the event that Company's Representative does not approve any Deliverables in accordance with Clause 4.2, the Contractor shall immediately proceed with all necessary revisions and the procedure set out in Clause 4.2 shall be repeated.

4.5 The Contractor shall not deviate from any approved Deliverables without the prior written approval of the Company's Representative.

4.6 No approval or comments made by the Company's Representative in respect of any Deliverables submitted by the Contractor under the Contract shall relieve the Contractor of any of his obligations under the Contract.

5. DELAY LIQUIDATED DAMAGES

5.1 In the event that the Contractor fails to achieve a Key Milestone by the applicable Key Date, the Contractor shall pay or allow to the Company Delay LDs in respect of such delay at the rate specified in the Service Order, if any.

5.2 The Parties agree that the Delay LDs represent an agreed genuine pre-estimate of the losses likely to be suffered by the Company in the event of delay to the achievement of a Key Milestone and are not a penalty.

5.3 If, after any deduction or payment of Delay LDs under Clause 5.1, an extension to the relevant Key Date is made, any damages previously paid or allowed in respect of the period of such extension shall be refunded or re-credited.

5.4 Delay LDs shall be limited to 10% of the total Purchase Order Price and shall be the only damages payable by the Contractor for the Contractor's failure to achieve a Key Milestone by the applicable Key Date.

6. INVOICING AND PAYMENT

Supplier shall invoice KPC, itemizing the amount due after Work has been performed and title has transferred to KPC, at the address set forth in the Purchase Order. Subject to KPC's right to hold back and/or set-off any amounts as set forth herein, all properly invoiced amounts shall be due and paid by KPC to Supplier in accordance with the terms set forth on the front page of this Purchase Order after receipt of a properly submitted and supported invoice, invoices are to be supported by either delivery note or service ticket to verify the services have been rendered, such document must be signed by an authorized personnel form KPC. If any amount is disputed or due to KPC by Supplier, KPC may retain or hold back any amounts owing to Supplier as required by any applicable law, mechanics, materials men, builders or comparable lien laws. It is expressly understood and agreed that unless otherwise provided herein, the Total Price shall be the only payment to which Supplier shall be entitled for performance of the Work. Supplier shall bear all bank fees after amounts leave KPC's bank.

7. Transfer of ownership

The Goods ownership shall pass from Supplier to KPC upon the delivery to KPC at the designated Delivery Point or payment of the amount due. Risk of loss of the Goods shall pass from Supplier to KPC upon delivery to KPC at the designated Delivery Point. Unless otherwise set forth in the Purchase Order, Supplier shall deliver the Goods to such location at its risk and cost.

8. TAXES

Supplier assumes exclusive liability for, and shall pay all sales, use, excise, business and other taxes, charges or contributions of any kind or with respect to the Work furnished hereunder, unless otherwise is expressed in the Purchase Order.

9. WARRANTIES AND CONTRACTOR QUALIFICATIONS

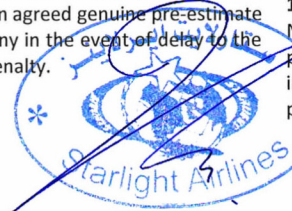
Supplier shall perform the Work in a safe, efficient, cost-effective, workmanlike and competent manner, and in a manner that meets or exceeds the specifications and/or requirements provided by KPC or, if none are given, the highest recognized standards in the industry utilized by reputable persons or firms specializing in providing Goods and Services that are the same or similar to the Work. Supplier warrants that all Goods supplied shall be of the kind, quantity and quality specified herein, free from defects in design, workmanship and material, and that such Goods shall perform in accordance with the prescribed specifications. the materials comply with all requirements of the applicable laws, codes and standards, Supplier warrants that all the Goods comply with the statutory requirements and any other regulations in force in the place of the Work destination at the time of delivery and have all certification-markings required by the law and will be furnished with all related certification documentation. Supplier warrants that it has all permits, licenses, skills and experience necessary to perform the Services. Supplier shall furnish and maintain in good working order all tools, equipment and supplies required for performance of the Work. Supplier agrees that it shall obtain for the benefit of KPC all warranties as are customarily extended by the manufacturer of the Goods to buyers or users thereof, provided however that KPC shall deal with Supplier for any warranty issues during the warranty period.

KPC shall have the right to inspect the Goods prior to delivery thereof, provided however, that any such inspection, or lack thereof, shall not relieve Supplier of any of its obligations hereunder. If upon any such inspection, it is determined that any Goods fail to conform to the specifications or is otherwise defective, KPC may reject all such Goods and require Supplier to promptly repair, correct or replace such Goods at its sole expense.

Notwithstanding the foregoing, if any Goods or Services which comprise the Work fail to conform with the specifications, or in the case of Goods, fail to operate within specified operating tolerances, or are otherwise defective, KPC shall have the right to require, and Supplier shall be obligated at its sole cost and expense to perform all actions required to attain conformity with the specifications and correct any such deficiencies (including repairing, replacing, or re-performing any defective Goods or Services to KPC's reasonable satisfaction). If the Supplier is unwilling or not capable of correcting such deficiencies, then KPC may then decide that the Services completed by a third party at the sole cost and expense of the Supplier.

10. FORCE MAJEURE

Neither party shall be liable to the other to the extent that such party is not able to perform an obligation hereunder, other than an obligation to pay or spend money, in whole or in part, by any cause beyond the reasonable control of the affected party, without such party's fault or negligence, and which could not have been



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Nothing herein contained shall be deemed to impose upon any party hereto any obligation to settle any labor dispute on terms which, in the sole discretion of the party affected, are not in its best interest. Any party delayed in the performance of its obligations hereunder due to any cause aforesaid shall notify the other party in writing within forty-eight (48) hours of such event. During the continuance of such event, the affected party shall be relieved from fulfilling the affected obligation during the continuance of such force majeure event but only to the extent of the inability to perform so caused, from and after the occurrence of such force majeure. The affected party shall employ commercially reasonable means to reduce the effects of such force majeure and as soon as reasonably practicable after such force majeure has ceased, shall fulfill or resume fulfilling its obligations hereunder. Notwithstanding the foregoing, KPC may terminate this Purchase Order in the event of a force majeure affecting either party without incurring any liability to Supplier. In the event of termination pursuant to this Article 10, KPC shall pay Supplier all amounts due and not previously paid to Supplier for Work satisfactorily performed by Supplier prior to such termination.

11. SUBCONTRACTORS

Supplier shall have the right to subcontract any of the Work with the prior written consent of KPC, such consent not to be unreasonably withheld. KPC shall at all times have the right to cause Supplier to discontinue the performance of Work by Supplier's Personnel who fail to comply with the terms of this Purchase Order and for any other reason whatsoever that is deemed appropriate by KPC, acting reasonably.

12. LIABILITY AND INDEMNITY

Notwithstanding any other term of this Purchase Order, Supplier shall be liable for and agrees to protect, defend, indemnify and hold harmless KPC, its affiliates, its contractors and subcontractors of every tier, its joint interest partners and their respective directors, officers, employees, agents and representatives (collectively the "Indemnitees", jointly and severally, from and against any and all claims, losses, damages, costs (including legal costs on a solicitor/client basis), expenses and liabilities which may be suffered, sustained, paid or incurred by the Indemnitees (collectively referred to as "Claims") that arise out of or are attributable to: (i) any negligent act or omission, willful misconduct by Supplier or Supplier's Personnel in the performance of the Work, (ii) any taxes or other third party obligations payable by Supplier pursuant to this Purchase Order; (iii) in the case of Goods, any defective design, manufacture, assembly, workmanship, or quality of the materials; (iv) any unauthorized disclosure of KPC's confidential information; and (v) any infringement of any patent, copyright, trade secret, trademark or other proprietary right of any third party. Supplier shall, at its sole expense defend all Claims and pay all costs and expenses of defending such Claims. KPC shall have the right to participate, or have its insurer participate, in the defense of any such Claims, and in such event, Supplier shall pay the reasonable costs of KPC and its insurer.

KPC shall have no liability to Supplier or any Supplier's Personnel in respect of damage to or loss or defect of property or for personal injury to or death of Supplier, Supplier's Personnel.

13. DEFAULT

If Supplier: (i) fails to comply with any term or condition of this Purchase Order; (ii) has any formal or informal insolvency, bankruptcy, receivership or assignment for the benefit of creditors or other similar proceeding instituted by or against it; KPC shall be entitled to terminate this Purchase Order in whole or in part without penalty upon written notice to Supplier. In the event of termination pursuant to this Article 13, KPC shall pay Supplier all amounts due and not previously paid to Supplier for Work satisfactorily performed by Supplier prior to such termination subject to any rights or remedies KPC may have under this Purchase Order, at law or in equity. Upon such payment, KPC shall be relieved of any further obligations under this Purchase Order.

14. TERMINATION FOR CONVENIENCE

KPC shall have the right to terminate this Purchase Order in whole or in part, at any time during the term hereof, upon twenty-four (24) hours written notice to Supplier. Upon receipt of such notice, Supplier shall immediately cease the performance of all Work, except as directed by KPC in writing. In the event of termination pursuant to this Article 14, KPC shall (i) pay Supplier all amounts due and not previously paid to Supplier for Work satisfactorily performed by Supplier prior to such termination; and (ii) reimburse Supplier for its verifiable direct out-of-pocket costs resulting from such termination. Upon such payment, KPC shall be relieved of any further obligations under this Purchase Order.

15. NOTICES

All communications and correspondence is preferred in the English language and shall only be between authorized representatives of the Buyer and Seller. Any notice to be given under this Purchase Order shall be in writing and shall be deemed to have been given to the party to whom it is addressed: (i) on the date presented in person; (ii) on the date hand delivered or delivered by email in accordance with the address for notice set out on the face of this Purchase Order provided that, if

notice is not received prior to 5:00 p.m. on a business day, it shall be deemed to be received at the commencement of the next business day; (iii) or five (5) business days following the date of mailing to the address for notice set out in this Purchase Order if sent by registered mail.

16. INTELLECTUAL PROPERTY

The Supplier assigns to KPC, with full title guarantee and free from all third party rights, the Intellectual Property Rights and all other rights in the Work. The Supplier shall, promptly at KPC's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as KPC may from time to time require for the purpose of securing for KPC the full benefit of this Purchase Order, including all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to KPC. The Supplier waives and will obtain waivers of any moral rights in the Work to which it or any individual is or may be entitled.

17. REPRESENTATIONS AND ADDITIONAL WARRANTIES

Each party hereto represents and warrants that: (i) it is duly organized and validly existing under the laws of the jurisdiction of its organization or incorporation and, if relevant under such laws, in good standing; (ii) all governmental and other consents that are required to have been obtained by it with respect to this Purchase Order have been obtained and are in full force and effect and all conditions of any such consents have been complied with; (iii) the person(s) executing this Purchase Order is duly authorized to execute and deliver it; (iv) this Purchase Order is a legal, valid and binding obligation, enforceable against it in accordance with its terms (subject to applicable bankruptcy, reorganization, insolvency, moratorium or similar laws affecting creditors' rights generally and subject to equitable principles of general application); (v) in the case of Supplier, title to any Goods purchased hereunder will pass to KPC free and clear of all encumbrances.

18. LIENS, ATTACHMENTS AND ENCUMBRANCES

Supplier shall avoid liens, attachments, or encumbrances to be imposed by any creditor upon KPC's property or the Goods, by reason of any claim or demand against Supplier. KPC shall not pay any claims or demand by Supplier for payment until Supplier secures the release of any such lien, attachment, or other encumbrance. In the event that same shall not have been removed within fifteen (15) days after written notice by KPC.

19. MISCELLANEOUS

Governing Law. This Purchase Order shall be governed by and interpreted in accordance with the laws of the Republic of Iraq as applied in the Kurdistan Region of Iraq. Each of the parties hereby irrevocably attorns to the courts of the Kurdistan Region of Iraq.

Assignment. Supplier may not assign, sell, transfer or otherwise dispose of its rights or obligations under this Purchase Order without the prior written consent of KPC.

Waiver. No waiver of any term or condition of this Purchase Order shall be valid unless made in writing and executed by the waiving party specifying the nature and extent of such waiver. Such waiver shall in no event be construed to be a general waiver of any of the terms and conditions contained in this Purchase Order. Failure on the part of a party to strictly enforce any term or condition of this Purchase Order shall not constitute a waiver by such party of its rights hereunder, except to the extent such result is expressly provided for under this Purchase Order.

Invalidity of Provisions. If any of the provisions of this Purchase Order are determined to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions herein shall not in any way be affected or impaired thereby and all provisions of this Purchase Order shall be construed so as to preserve the enforceability hereof.

Survival. The rights and obligations of the parties, which, by their nature, are normally intended to survive the termination or completion of an agreement similar to this Purchase Order (or as specified herein as surviving), shall remain in full force and effect following termination of this Purchase Order for any reason.

Entire Purchase Order. This Purchase Order contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous agreements, whether written or oral, between the parties related to the subject matter hereof. In the event of a conflict between any of the documents comprising the Purchase Order, the order of priority shall be as follows: (i) these Terms and Conditions, and (ii) the face page of the Purchase Order.

Amendments. No amendment to this Purchase Order shall be binding upon either party hereto, unless it is in writing and executed on behalf of each party.

Binding Effect. This Purchase Order shall be binding upon and ensure to the benefit of the parties hereto, and to their successors and permitted assigns.

Counterpart Execution. This Purchase Order may be signed in two or more counterparts with the same effect as if all parties had signed and delivered the same copy, and when each party has signed and delivered a counterpart, all counterparts together constitute one Purchase Order. Delivery of a copy of this Purchase Order by facsimile or other electronic means is good and sufficient delivery. Time shall be of the essence in this Purchase Order.

