

1. PARTIES

Where herein used the expression "Buyer" means WWW.NETWORKS FZCo and the expression "Seller" means the person, firm or company to whom this order is addressed

2. ACCEPTANCE OF ORDER

This order shall be accepted by the Seller signing and returning the acceptance note attached hereto.

3. BREACH

Failure on the part of the Seller to comply with any of the following terms or conditions gives the Buyer the right to cancel all or any part of this order and return the goods at the expense and at the risk of the Seller if delivery of the order or any part thereof has been completed.

4. PRICE

The price/s stated on the order are firm and are not subject to escalation for any reason whatsoever unless expressly stated hereon.

5. PACKING AND CARTAGE

No extra charge will be allowed for packing and boxing or cartage unless specially agreed to in writing or stated on the face of this order. Any damage to goods or material not properly packed to ensure proper protection will be the responsibility of the Seller.

6. RISK

All risk whatsoever in respect of the goods or materials delivered pursuant to this order shall be assumed and borne by the Seller until they have been delivered to and accepted by the Buyer.

7. DELIVERY

Failure to deliver goods or material of the quality and within the time or times specified on the face of this order shall, at the option of the Buyer, relieve it of any obligation to accept and pay for such material as well as any undelivered installments and upon failure to deliver as specified the Buyer may purchase elsewhere and charge the Seller with any loss incurred hereon. Any failure by the Buyer to exercise this option with respect to any installment shall not constitute a waiver with respect to subsequent installments.

8. QUALITY

All deliveries fulfilled under this Purchase Order must be of the quality specified or, in the event that no quality is specified, must be of the best and will be subject to the inspection and approval of the Buyer. If goods or materials are rejected the Buyer shall so notify the Seller in writing and the Buyer at its option and at the expense and risk of the Seller may either return such rejected materials to the Seller or hold them for such disposal as the Seller shall indicate. All documentation reasonably required to establish the quality status of the goods shall be supplied by the Seller at no cost to the Buyer.

9. FITNESS FOR PURPOSE AND DESCRIPTION

The Seller undertakes that all goods and services supplied under this Purchase Order correspond to the description on the front hereof and are in the opinion of the Buyer, satisfactory for the purpose for which the Buyer requires them.

10. DOCUMENTATION

The Seller shall provide to the Buyer, all such documentation as is required by the Buyer to demonstrate that the goods and materials supplied conform to the specified requirements.

11. LOSS OF PROFITS

The Seller recognises that late delivery of the goods or materials purchased hereunder or the delivery of goods or materials not in accordance with requirements of this Purchase Order, which goods are to be used in

connection with other contracts or works to be undertaken by the Buyer, or for the use of the Buyer in any other manner connected with its business, may cause the Buyer to suffer loss of profits and if so the Seller shall be liable to account to the Buyer for such loss of profits.

12. INSURANCE

If the work and services covered by this order or any part thereof are performed on the Buyer's property the Seller will indemnify the Buyer against any loss, damage or expense arising out of death or injury to any person or the damage to any property caused by the Seller, its servants or agents. The Seller shall carry public liability insurance for an amount and with an insurer approved by the Buyer.

13. EXCLUSION OF CERTAIN TERMS

The conditions contained herein shall apply to the purchase of the goods or materials stated on the face of the Purchase Order to the exclusion of any other conditions contained in any document submitted by the Seller to the extent that such last mentioned conditions are inconsistent herewith.

14. DELEGATION

The Seller shall not assign or delegate to another the performance required by the acceptance of this order without the prior consent of the Buyer.

15. LAWS

This order shall be governed by and constituted in accordance with the laws of the United Arab Emirates.

16. INDEMNITY

The Seller agrees to and hereby indemnifies the Buyer from and against all actions, suits, claims or demands arising out of any infringement of patent, trademark or copyright involving the use or sale of goods which are the subject of this order unless the goods are made in accordance with special specifications developed by the Buyer.

17. ACCESS

The Buyer or its representative shall have full and free access to the shops, factories or other places of business of the Seller, sub-contractors and suppliers of the order in order that it may inform itself as to the general conditions and progress of the work covered by this order.

18. TRANSPORT

The Buyer shall have the right to designate the carrier or delivering agent and routing of the goods or materials which are the subject of this order provided that this shall not entail additional costs to the Seller. All documentation reasonably required to meet Customs requirements for clearance of goods shall be supplied by the Seller including the proper legalization of such documentation at no cost to the Buyer. Where shipping insurance is provided by the Seller, it shall provide to the Buyer sufficient documentation to substantiate the extent and currency of such insurance.

19. DISPUTES

In the event of a dispute arising from the purchase and supply of goods under this Purchase Order the Buyer and Seller agree to consult together within 7 days of notice given by either party with a view to settling the dispute to the mutual satisfaction of the Buyer and Seller. In the event that a dispute cannot be settled in the above manner, the matter shall be referred to be finally settled by a single arbitrator to be agreed upon by the concerned parties. The venue for arbitration shall be Dubai.