ASU General Terms and Conditions

These general terms of purchase shall apply to the Purchase Order issued by ASU, and to the Purchase Order (P.O.) and shall prevail over the SUPPLIER’s terms of sale. They can be modified by the special terms stipulated in the Purchase Order (P.O.); such special terms will only apply to the Order concerned, the SUPPLIER not being entitled to avail thereof for other orders. In the event of conflict between the general and special terms of purchase, the special terms will prevail.

ARTICLE 1 – PREAMBLE

“CUSTOMER.” means ASU
The present General Conditions govern the relationship between CUSTOMER and its suppliers. They are intended to inform suppliers of CUSTOMER essential principles the observance of which is of prime importance.
The present General Conditions apply in the absence of any regulatory or contractual provisions, or of any specific conditions regarding certain works.
For the purpose of these General Purchasing Conditions, “P.O.” means “PURCHASE ORDER”.

ARTICLE 2 - DEFINITION OF THE SUPPLY

The studies, equipment, materials or products constituting the SUPPLY are defined in the P.O.
The SUPPLIER will receive from CUSTOMER all documents and specifications relative to the proper performance of the requested SUPPLY. In the absence of a written request on his part, the SUPPLIER is considered as having all information required for proper performance of the SUPPLY.

ARTICLE 3 – SUPPLIER’S SPECIAL OBLIGATIONS:

3.1 Delivery:

3.1.1 The P.O. is established carriage and packing paid, merchandise unloaded at the delivery address, pursuant to the conditions laid down in the P.O..
When a factory inspection is provided for, the shipments must not take place until after inspection and approval by the CUSTOMER’s representatives.
The packing, loading and weighing in connection with shipment shall be carried out by the SUPPLIER on his own responsibility.
The transportation of the SUPPLY shall be at the SUPPLIER’s risk, irrespective of the transportation means used.
Equipment which is not in conformance at the term and condition of delivery, necessitating replacement or repair by the SUPPLIER, shall be withdrawn at his own cost.
3.1.2 The delivery date is stated in the P.O.

The delivery date is binding, and the SUPPLIER acknowledges having been duly warned solely because of the expiration of the term, without any need for further formalities. For any delivery made after the date stated in the P.O., the SUPPLIER shall be responsible for payment of penalties for delay on account of The amount of the said penalties, deducted from the payment due, shall be equal either to the costs incurred by CUSTOMER due to the SUPPLIER’s default, or to a fixed lump sum per day of late delivery. The said lump sum is laid down in the P.O. In case of non-observance of the delivery date, CUSTOMER reserves the right to terminate the P.O. CUSTOMER shall also be entitled, at its option, to request replacement of the defective SUPPLY which it shall Specify.

3.2 Guarantee

The SUPPLIER warrants that the SUPPLY shall comply in all respects with the provisions of the P.O., with the applicable rules and regulations (particularly standards), with any CUSTOMER specifications referred to in the P.O. The SUPPLIER undertakes to supply CUSTOMER with full information relative to the safety of the product and to its use. The duration of the guarantee is specified in the P.O. During the duration of the guarantee, the SUPPLIER undertakes to modify or to replace, at its own expense and without delay, any or all parts of the SUPPLY that are recognized as defective or unsuitable for the services for which the SUPPLY is intended, all of the expenses resulting from the said modification or the said replacement being for the SUPPLIER’s account. At the end of the guarantee period, the SUPPLIER shall remain liable for the consequences of any hidden defect, whenever it may be discovered, as well as for the consequences resulting from non-observance of its contractual obligations within the legal periods.

ARTICLE 4 – PRICE – PAYMENT TERMS:

4.1. The prices stated in the P.O. are deemed to include all taxes and duties (if any), and are fixed unless otherwise specified there.

4.2. Payment shall be made sixty (60) days (unless otherwise specified in the P.O.) from the end of the calendar month following the date of receipt of the invoice, by cheque or bank transfer.

4.3. The payment schedule and the rules regarding invoicing are stated in the P.O.

4.4. If CUSTOMER disputes all or part of an invoice, CUSTOMER shall return the said invoice to the SUPPLIER, giving him the reasons for its disagreement in writing. The SUPPLIER may then:
  - either return the invoice corrected to the satisfaction of CUSTOMER,
  - or send an invoice corresponding to the undisputed part, the invoice for the disputed part being sent, if the case arises, after settlement of the dispute.
4.5. Payment of the invoice shall not prejudice the right of CUSTOMER to dispute in writing, within six (6) months following the date of payment, any charge paid incorrectly. Any such dispute shall be the subject of immediate reimbursement by the SUPPLIER of the excess payment. Any payment not questioned by CUSTOMER within the said period of six (6) months is considered as final.

4.6. CUSTOMER shall be entitled to reject any invoice issued by the SUPPLIER more than six (6) months after the delivery.

4.7. Any dispute by the SUPPLIER concerning payment of the invoices shall be filed as the events underlying them occur, and at the latest within thirty (30) days following the occurrence of the said events, under penalty of forfeiture.

4.8. To ensure efficient processing and payment, Invoices shall include, as a minimum, the following information:

- Invoice number and date.
- Exact legal names of SUPPLIER & CUSTOMER.
- Currency of payment as indicated in the Purchase Order
- Purchase Order Number.
- Copy of relevant purchase order
- Proof of delivery if available. (SUPPLIER delivery note stamped by CUSTOMER Stamp).

ARTICLE 5 – TERMINATION:

CUSTOMER shall have the right to terminate the P.O. by right without notice and without indemnity to the SUPPLIER in the following cases:

5.1. In case of total or partial non-completion of the order, and of the obligations incumbent on the SUPPLIER under the present General Conditions, or of the conditions of the P.O.

5.2. In case of exceed one month after the due of delivery date.

5.3 In case of incapacity or prohibition or of cessation of operations, of the SUPPLIER for any reason whatsoever,

5.4. In case of judicial reorganization or liquidation, if the receiver or the liquidator waives continuation of completion of the SUPPLY.

5.5. In case of non-observance of the provisions of Omani legislation.

In all cases of termination by right provided for above, CUSTOMER reserves the option of completion of the order by another supplier, without prejudice to damages and interest and, as the case may be, penalties provided for in the order for non-realization or late realization.
ARTICLE 6 – LIABILITY – INSURANCE

6.1 Liability:

The cost consequences of the Parties’ civil liability are governed by the applicable Omani legislation.
The SUPPLIER is liable for the damage of any description that he himself, the persons for which he is responsible, and his subcontractors or his suppliers if any, and more generally any persons involved due to his acts, and the goods under his custody could cause to third parties, it being understood that CUSTOMER is considered as a third party, and the SUPPLIER must indemnify and hold CUSTOMER and its insurers harmless with respect to amounts or prejudice that they might have to bear in this connection.

6.2 Insurance:
The SUPPLIER undertakes to take out at its own expense and to maintain in effect, with reputable companies, all insurance policies required for covering all of the risks that may arise in connection with performance of the SUPPLY.

ARTICLE 7 – CONFIDENTIALITY:

The documents supplied by CUSTOMER as well as any CUSTOMER information to which the SUPPLIER has access are strictly confidential. In particular, neither communication to third parties, nor personal use shall be made thereof.

7.1. The SUPPLIER undertakes to strictly respect the said confidentiality obligation and to have it respected in the same way by his personnel and his subcontractors.

7.2. The documents, items, entrusted by CUSTOMER to the SUPPLIER, or specific equipment manufactured by the SUPPLIER, in respect of the SUPPLY shall be returned to CUSTOMER as soon as the SUPPLIER no longer needs them in order to meet his contractual obligations, and he shall not be entitled to make copies thereof.

7.3. The SUPPLIER undertakes not to carry out any publications (press article, conference, advertising …) connected with performance of the SUPPLY, without having obtained prior, explicit and written approval from CUSTOMER. CUSTOMER reserves the right to request or prohibit reference to itself in connection with the said publication.

7.4. The SUPPLIER agrees neither to refer to nor to use CUSTOMER’s business name or trademarks for any reason whatsoever, without the prior, explicit and written authorization of CUSTOMER.