



PURCHASE ORDER – GENERAL TERMS AND CONDITIONS (GTCs)

Each Purchase Order placed by the Buyer for Goods and/or Services is subject to these GTCs and terms and conditions set out in the applicable Purchase Order. The Supplier shall be deemed to have agreed to be bound by such terms and conditions by accepting the Purchase Order, delivering the Goods, and/or performing the Services.

1. Definitions

In these GTCs, the following definitions apply:

- 1.1. **Agreement** means the agreement between the parties for the purchase of Goods and/or Services;
 - 1.2. **Applicable Law** means all national, state, local, and municipal legislation, regulations, statutes, by-laws, Approvals, and other laws, and any other instrument or direction from officials having the force of law as may be issued and in force from time to time (and any amendment or subordinate provisions thereto) relating to or connected with the activities contemplated under this Agreement wherever so located or performed;
 - 1.3. **Approvals** means any licenses, permits, consents, approvals, and authorisations (statutory, regulatory, or otherwise) that a party may require to perform its obligations under the Agreement;
 - 1.4. **Business Day** means any day, excluding Saturdays, Sundays, and any other days that shall be a public holiday in the Emirate of Abu Dhabi;
 - 1.5. **Buyer** means the party indicated in the applicable Purchase Order;
 - 1.6. **Commencement Date** means the date that the Supplier shall commence providing the Goods and/or Services as set out in the applicable Purchase Order;
 - 1.7. **Deliverable** means any deliverable or other product that is referred to in the applicable Purchase Order, and any related materials, data, documentation, and any Intellectual Property Rights developed by the Supplier pursuant to such Purchase Order;
 - 1.8. **Delivery Date** means the date of delivery for Goods and/or completion of performance of the Services as specified in the applicable Purchase Order;
 - 1.9. **Delivery Point** means the location identified by the Buyer in the applicable Purchase Order, or such other delivery area or point which is specified in writing by the Buyer;
 - 1.10. **Delivery Terms** means Delivered Duty Paid (DDP) Incoterms unless otherwise specified in the applicable Purchase Order;
 - 1.11. **Expiry Date** means the expiry date in the applicable Purchase Order (if any);
 - 1.12. **Force Majeure Event** means an unforeseen event beyond a party's control which arises and makes it impossible for the defaulting party to perform its obligations under this Agreement;
 - 1.13. **Good Industry Practice** means the exercise of that degree of skill, diligence, and prudence which would reasonably and ordinarily be expected from time to time from a skilled and experienced person carrying out the same type of activity, and applying the best industry practices under the same or equivalent circumstances, acting generally in accordance with all Applicable Laws;
 - 1.14. **Goods** means the goods that are required to be delivered by the Supplier pursuant to the applicable Purchase Order, and include all materials, component parts, packaging, and labelling of such goods;
 - 1.15. **Indirect Loss** means, in relation to a breach of the Agreement, any loss of production, loss of revenue, loss of profit, loss of goodwill, or any indirect, consequential, or special loss;
 - 1.16. **Intellectual Property Rights** means patents, inventions, copyrights, moral rights, design rights, trade-marks, trade names, business names, service marks, brands, logos, service names, trade secrets, know-how, domain names, software rights, database rights, and any other intellectual property or proprietary rights (whether registered or unregistered and whether in electronic form or otherwise), any rights in the nature of unfair competition rights, and rights to sue for passing off;
 - 1.17. **Liquidated Damages** means the amount of 0.5% of the Price charged by the Buyer and paid by the Supplier (if any) indicating the genuine pre-estimate of likely loss incurred by the Buyer due to delay by the Supplier in performing the Services and/or delivering the Goods calculated daily for each calendar day or partial calendar day of delay up to a maximum amount of ten percent (10%) of the Price;
 - 1.18. **Price** means the total price for the Goods and/or Services as set out in the applicable Purchase Order;
 - 1.19. **Purchase Order** means the purchase order between the Buyer and the Supplier for the purchase of Goods and/or Services, to which these GTCs are attached or are incorporated by reference;
 - 1.20. **Services** means any services to be provided by the Supplier to the Buyer pursuant to the applicable Purchase Order;
 - 1.21. **Specifications** means the requirements and specifications for the Goods and/or Services that are set out in the applicable Purchase Order. Specifications also include: (a) documentation published by the Supplier relating to the Goods and/or Services; (b) operational and technical features and functionality of the Goods and/or Services; (c) standards or levels of service performance for the Services; and (d) the Buyer's business requirements that are expressly set out in the applicable Purchase Order;
 - 1.22. **Supplier** means the party indicated in the applicable Purchase Order;
 - 1.23. **Supplier Proposal** means the offer to sell or proposal of the Supplier relating to the supply of Goods and/or Services to the Buyer;
 - 1.24. **Term** means the term of this Agreement which commences on the Commencement Date and expires on the Expiry Date (unless extended by the mutual agreement of the Parties in writing);
 - 1.25. **UAE** means the United Arab Emirates;
 - 1.26. **Warranty Period** means in respect of any Goods and/or Services, the longer of: (a) the express written warranty period provided by the Supplier for the Goods or Services; and (b) the period commencing on the date of Acceptance of such Goods and/or Services and ending one (1) year from that date.
- ### 2. Agreement
- 2.1. The Agreement consists only of: (a) these GTCs; (b) the applicable Purchase Order; and (c) any Specifications or other documents expressly referenced in the applicable Purchase Order. Where any conflict or inconsistency arises, the documents will rank in that listed order or precedence.
 - 2.2. Any reference in the applicable Purchase Order to any Supplier Proposal is solely for the purpose of incorporating the descriptions and specifications of the Goods and/or Services contained in the Supplier Proposal, to the extent that such terms do not conflict with the descriptions and Specifications set out in the applicable Purchase Order.
 - 2.3. The Buyer's acceptance of, or payment for, Goods and/or Services shall not constitute the Buyer's acceptance of any additional or different terms in any Supplier Proposal, unless otherwise accepted in writing by the Buyer.
- ### 3. Delivery of Goods and Services
- 3.1. The Supplier agrees to supply and deliver the Goods to the Buyer and/or to perform the Services, as



- applicable, during the Term on the terms set out in this Agreement.
- 3.2. All Goods shall be packed and packaged by the Supplier to ensure safe arrival to the Delivery Point in accordance with Applicable Law.
 - 3.3. The Supplier shall, at its own expense, pack, load, and deliver the Goods to the Delivery Point in accordance with the invoicing, and Delivery Terms. No charges shall be applied for freight, transportation, insurance, shipping, custom charges, storage, handling, demurrage, cartage, packaging, or similar charges unless provided for in the applicable Purchase Order or otherwise agreed to in writing by the Buyer.
 - 3.4. Time is of the essence with respect to delivery of the Goods and performance of the Services. The Goods shall be delivered, and the Services performed by the applicable Delivery Date. The Supplier shall immediately notify the Buyer of any delay to the Delivery Date.
 - 3.5. At any time prior to the Delivery Date, the Buyer may, upon notice to the Supplier, cancel or change the applicable Purchase Order, for any reason, including, without limitation, for the convenience of the Buyer.
 - 3.6. Title and risk of loss or damage shall pass to the Buyer upon receipt of the Goods at the Delivery Point, unless otherwise agreed to by the Buyer in writing. The Buyer has no obligation to obtain insurance while the Goods are in transit to the Delivery Point.
 - 3.7. The Supplier shall follow all reasonable instructions of the Buyer and cooperate with the Buyer's customs broker (where applicable) with respect to all Goods that originate from sources or suppliers based outside of the UAE. The Supplier shall comply with all Applicable Laws with respect to the importation of Goods from outside of the UAE.
 - 3.8. The Buyer may suspend the requirement for the Supplier to provide the Goods and/or Services in part or as a whole at any time and the Supplier shall effect such suspension with immediate effect. Should the Buyer fail to issue a notice to recommence the delivery of the Goods and/or Services within six (6) months of the date of suspension, then the Buyer shall pay the Supplier for the Goods and/or the Services already delivered and accepted up to the date of suspension.
 - 3.9. Where the Supplier fails to deliver all or part of the Goods or Services in accordance with any Deliverables set out in the applicable Purchase Order, which is not caused by the Buyer's default, the Supplier shall pay to the Buyer the Liquidated Damages. The Buyer may set off Liquidated Damages due to the Buyer against any amounts due to the Supplier.
4. **Inspection, Acceptance, and Rejection**
 - 4.1. All shipments of the Goods and performance of the Services shall be subject to the Buyer's right of inspection. The Buyer shall have ninety (90) calendar days or such other time period as the Parties agree in the applicable Purchase Order (**Inspection Period**) following the delivery of the Goods at the Delivery Point or performance of the Services to undertake such inspection. Upon such inspection, the Buyer shall either accept the Goods and/or the Services (**Acceptance**) or reject them.
 - 4.2. The Buyer may reject any Goods and/or Services that are delivered in excess of the quantity ordered, or are damaged or defective, or which fail to comply with the Specifications or any term of the Agreement.
 - 4.3. Transfer of title to the Buyer of the Goods shall not constitute the Buyer's Acceptance of those Goods. The Buyer shall provide the Supplier, within the Inspection Period, notice of any Goods and/or Services that are rejected, together with the reasons for such rejection.
 - 4.4. The Buyer's inspection, testing, Acceptance. or use of the Goods and/or Services shall not limit or otherwise affect the Supplier's warranty obligations hereunder, and such warranties shall survive the inspection, test, Acceptance, and use of the Goods or Services.
 - 4.5. The Buyer may return rejected Goods and/or Services to the Supplier at the Supplier's expense and risk of loss, and, at the Buyer's option, either require full credit or refund of all amounts paid by the Buyer to the Supplier for the rejected Goods and/or Services or replacement Goods and/or Services to be received within the time period specified by the Buyer.
 - 4.6. The Supplier shall not deliver Goods and/or Services that were previously rejected on grounds of non-compliance with this Agreement.
 5. **Price and Payment**
 - 5.1. The Price for the Goods and/or the Services shall be set out in the applicable Purchase Order, and no price increases shall apply unless agreed to in advance in writing by the Buyer.
 - 5.2. The Supplier shall issue all invoices in a timely manner. All invoices delivered by the Supplier must meet the Buyer's requirements, and, as a minimum, shall reference the applicable Purchase Order.
 - 5.3. The Buyer shall pay the undisputed portion of properly rendered invoices thirty (30) calendar days from the receipt of the invoice (unless stated otherwise in the applicable Purchase Order) together with all necessary documentation required by the Buyer to substantiate the payment.
 - 5.4. Payment of the approved amount of the invoice shall be made by direct transfer to a UAE bank nominated by the Supplier or by any other means acceptable by the Buyer.
 - 5.5. The Buyer may withhold payment of any disputed amounts until the parties reach an agreement with respect to such disputed amounts.
 - 5.6. The Buyer may set off against, or deduct from, any sum payable from the Supplier to the Buyer, any debt or other money due or which it is reasonably apparent may become due, from the Supplier to the Buyer, and any claim which the Buyer may have against the Supplier whether for damages or otherwise.
 6. **Taxes**
 - 6.1. Unless stated otherwise in the applicable Purchase Order, all prices or other payments stated in the applicable Purchase Order are exclusive of any taxes.
 - 6.2. The Supplier shall separately itemise all applicable taxes each on each invoice and indicate on each invoice its applicable tax registration number(s).
 7. **Hazardous Materials**

The Supplier shall provide, on the Buyer's request, all reasonably necessary documentation to verify that any Goods and/or any process used to make, assemble, use, maintain or repair any Goods, do not contain, and the Services do not require the use of, any particular hazardous materials.
 8. **Applicable Laws, Good Industry Practice, Buyer's Policies, and Approvals**

In carrying out its obligations under the Agreement, the Supplier shall at all times comply with all Applicable Laws, Good Industry Practice, the Buyer's policies in place from time to time, and obtain all necessary Approvals to manufacture (where applicable) and supply the Goods and/or perform the Services.
 9. **Supplier's Personnel**

The Buyer may object to any of the Supplier's personnel engaged in the performance of the Services who, in the reasonable opinion of the Buyer, are lacking in appropriate skills or qualifications, engage in misconduct, constitute a safety risk or hazard, or are



- incompetent or negligent, and the Supplier shall promptly remove and replace such personnel.
- 10. Supplier's Warranties**
- 10.1. The Supplier warrants to the Buyer that during the Warranty Period all Goods provided shall be of merchantable quality, fit for the purposes intended, new, free from defects in design, material, and workmanship, in strict compliance with the Specifications, free from any liens or encumbrances on title whatsoever, in conformance with any samples provided to the Buyer, and compliant with all Applicable Law.
- 10.2. The Supplier shall perform all Services in accordance with Good Industry Practice, in accordance with all Specifications and all relevant Buyer's policies, guidelines, and Applicable Law, and using only personnel with the skills, training, expertise, and qualifications necessary to carry out the Services.
- 10.3. The Supplier further warrants to the Buyer that, at all times, all Goods and/or Services (including any Deliverables) do not infringe any Intellectual Property Rights of any person.
- 10.4. The Supplier shall assign to the Buyer all manufacturer's warranties for the Goods not manufactured by or for the Supplier and shall take all necessary steps as required by such third-party manufacturers to effect assignment of such warranties to the Buyer.
- 11. Warranty Remedies**
- 11.1. In the event of breach of any of the warranties in Clause 10, and without prejudice to any other right or remedy available to the Buyer, the Supplier shall at their own cost, at the Buyer's request, refund the purchase price for, or correct or replace, the affected Goods, or re-perform the affected Services, within ten (10) Business Day(s) after receipt of a notice from the Buyer to the Supplier highlighting a warranty breach.
- 11.2. All associated costs, including costs of re-performance, costs to inspect the Goods and/or Services, transportation costs, and costs resulting from supply chain interruptions, shall be borne by the Supplier.
- 11.3. If the Goods are corrected or replaced and/or Services are re-performed, the warranties in Clause 10 shall apply for a further Warranty Period commencing on the date of Acceptance of the corrected or replaced Goods and/or Services by the Buyer.
- 11.4. If the Supplier fails to repair or replace the Goods and/or re-perform the Services within the time periods required by the Buyer, the Buyer may repair or replace the Goods and/or re-perform the Services at the Supplier's expense.
- 11.5. In the event that any Goods and/or Services provided by the Supplier to the Buyer are subject to a claim or allegation of infringement of Intellectual Property Rights of a third party, the Supplier shall, at its own cost, (i) promptly provide the Buyer with a commercially reasonable, non-infringing alternative satisfactory to the Buyer; or (ii) procure the modification of such Goods (without affecting functionality) and/or Services to render them non-infringing; or (iii) procure for the Buyer the right to continue using the infringing Goods and/or Services.
- 12. Intellectual Property Rights**
- 12.1. All Intellectual Property Rights in and to each Deliverable shall vest in the Buyer free and clear of all liens, charges, and encumbrances on receipt of payment by the Supplier for each Deliverable.
- 12.2. To the extent that any Deliverables contain any Intellectual Property Rights of the Supplier, the Supplier hereby grants to the Buyer a worldwide, royalty-free, non-exclusive, perpetual license to use, copy, modify, and distribute such Intellectual Property Rights as part of the Deliverables.
- 12.3. The Supplier shall provide to the Buyer all assistance reasonably requested by the Buyer to perfect the rights described above.
- 13. Confidentiality**
- The Supplier shall safeguard and keep confidential any and all information relating to the Buyer obtained by it or provided to it by the Buyer in connection with the Agreement and shall use such information only for the purposes of carrying out its obligations under the Agreement.
- 14. Insurance**
- 14.1. The Supplier represents and warrants to the Buyer that it has in place with reputable insurers such insurance policies in with indemnity limits that would be maintained by a prudent supplier acting in accordance with Good Industry Practice, including, as applicable, professional errors and omissions liability insurance and comprehensive commercial general liability insurance (including product liability coverage, all-risk contractors' equipment insurance, and automobile liability insurance). For Goods and/or Services provided with a Price cumulatively in excess of AED 1,000,000 (UAE Dirhams one million), the Supplier shall procure third-party liability insurance covering personal, property, and product liability (where applicable) with an indemnity limit of AED 1,000,000 (UAE Dirhams one million) for each occurrence and in the aggregate.
- 14.2. In addition, the Supplier shall obtain and maintain, at its own cost, such insurance policies and coverage as may be reasonably required by the Buyer from time to time.
- 14.3. The Supplier shall promptly deliver to the Buyer, as and when requested, written evidence of such insurance, which shall be a condition precedent to any payment due from the Buyer to the Supplier.
- 14.4. The Supplier shall obtain that each of the insurances shall contain a waiver of the insurer's rights of any or all subrogation they might otherwise be able to exercise against the Buyer, its directors, officers, agents, employees, and other suppliers or if requested, the Buyer shall be named as an additional insured under any such policies.
- 14.5. All insurances required to be obtained under this Agreement must be from insurers duly registered by the Ministry of Economy in the UAE, referred to as local fronting.
- 14.6. If requested by the Buyer, such insurance shall provide that it cannot be cancelled, or materially changed so as to affect the coverage provided under the Agreement, without the insurer providing at least thirty (30) calendar days' prior written notice to the Buyer.
- 15. Indemnities**
- 15.1. The Supplier shall indemnify, defend, and hold harmless the Buyer, its Affiliates, and their respective officers, directors, employees, consultants, and agents (**Buyer Indemnified Parties**) from and against any claims, fines, losses, actions, damages, expenses, legal fees, and all other liabilities brought against or incurred by the Buyer Indemnified Parties or any of them arising out of:
- 15.1.1. death, bodily injury, or loss or damage to property resulting from the use of or any actual or alleged defect in the Goods and/or Services, or from the failure of the Goods and/or the Services to comply with the warranties hereunder;
- 15.1.2. any claim that the Goods and/or the Services infringe or violate the Intellectual Property Rights or other rights of any person;



- 15.1.3. any intentional, wrongful, or negligent act or omission of the Supplier or any of its Affiliates or subcontractors;
- 15.1.4. the Supplier's breach of any of its obligations under the Agreement; or
- 15.1.5. any liens or encumbrances relating to any Goods and/or Services.
- 16. Limitation of Liability**
- 16.1. The Buyer's total liability under this Agreement shall be capped at the Price.
- 16.2. Except for the Supplier's obligations under Clause 15, and except for losses that are incurred as a result of the gross negligence or wilful misconduct of a party, in no other event shall a party be liable for Indirect Loss under this Agreement.
- 17. Force Majeure**
- Neither Party shall be liable to the other Party for its failure to deliver its obligations under this Agreement due to an Event of Force Majeure.
- 18. Termination**
- 18.1. The Buyer may terminate this Agreement with immediate effect where the Supplier is in material breach of its obligations to provide the Goods and/or the Services.
- 18.2. The Buyer may terminate this Agreement at any time upon providing to the Supplier fourteen (14) calendar days' written notice without the need for a court order.
- 18.3. In the event of termination, the Buyer shall pay the Supplier for the Goods provided and approved and/or the Services performed and accepted by the Buyer up to the date of termination.
- 18.4. In the event the Buyer has made any advance payment for the Goods and/or the Services not performed or expenses not incurred by the Supplier at the date of termination, then the pro rata refund to the Buyer within fifteen (15) calendar days of the date of termination (in an amount to be determined by the Buyer acting in good faith). The Supplier shall provide a pro rata refund to the Buyer within fifteen (15) calendar days of the date of termination (in an amount to be determined by the Buyer acting in good faith).
- 19. Disputes**
- 19.1. This Clause 19 relates to all disputes under the Agreement.
- 19.2. If a dispute arises under the Agreement, a party may give to the other party a dispute notice requiring its resolution in accordance with this Clause 19.
- 19.3. During a dispute, the parties shall:
- 19.3.1. continue to perform all of their obligations under the Agreement without prejudice to their position in respect of such dispute, unless the parties agree otherwise; and
- 19.3.2. act in good faith and in a fair and equitable manner with a view to resolving the dispute without the requirement for formal proceedings.
- 19.4. If the parties are unable to settle the dispute within ten (10) Business Days, then either party may refer the same to the ADCCAC for resolution, in accordance with Clause 19.5.
- 19.5. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the ADCCAC, which Rules are deemed to be incorporated by reference into this Clause 19.
- 19.6. The number of arbitrators shall be one (1).
- 19.7. The seat, or legal place, of arbitration shall be Abu Dhabi.
- 19.8. The language to be used in the arbitration shall be English.
- 20. Governing Law**
- The Agreement shall be governed by the laws of the UAE as applied in the Emirate of Abu Dhabi.
- 21. Good Faith**
- The parties shall comply with their obligations pursuant to the Agreement in good faith and in accordance with the Applicable Law.
- 22. Further Assurance**
- Each party shall promptly perform such acts and execute and deliver such documents as may reasonably be required to give full effect to this Agreement.
- 23. Authorised Representatives**
- 23.1. Each Party shall appoint an authorised representative.
- 23.2. A change to each parties' authorised representative may only be made in writing.
- 24. Costs**
- Each Party shall pay its own costs in connection with the preparation, execution, and performance of the Agreement.
- 25. Reputation**
- The Supplier shall not, and shall procure that its personnel shall not, do anything, or engage in any activity, which is likely to adversely affect, or damage the Buyer's good name or reputation.
- 26. Entire Agreement**
- This Agreement constitutes the entire agreement of the parties relating to the provision of the Deliverables, to the exclusion of all other terms and conditions, and any prior written or oral agreement between them.
- 27. Assignment and Transfer**
- 27.1. The Supplier shall not assign, novate, or otherwise transfer all or any of its rights, benefits, or obligations under the Agreement without the Buyer's prior written approval.
- 27.2. The Buyer may assign, transfer, or deal in any way with its rights under the Agreement, including to an Affiliate or any third party.
- 28. Change in Applicable Law**
- Where a change in Applicable Law occurs, the parties shall initiate discussions in good faith with a view to adopting appropriate measures in light of the circumstances of the change in Applicable Law.
- 29. Waiver**
- 29.1. No failure to exercise, nor any delay in exercising, any right, power, or remedy under the Agreement shall operate as or be deemed a waiver of the same. Waivers must always be given in writing.
- 29.2. Any waiver of any breach of the Agreement shall not be deemed to be a waiver of any subsequent breach.
- 30. Severability and Illegality**
- 30.1. If any provision of the Agreement is determined to be invalid, illegal, or void by any court or administrative body of competent jurisdiction, then the rest of the Agreement shall still remain in full force and effect.
- 30.2. Where Clause 30.1 applies, the parties shall co-operate to promptly amend or replace the affected provision with a new provision that achieves a legal result that is as similar as possible.
- 31. Survival**
- Clauses 1, 13, 15, 17, 20, and 31 shall survive the expiration or termination of this Agreement.
- 32. Counterparts**
- The Agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all of which when taken together shall constitute a single instrument.
- 33. Relationship**
- 33.1. The parties are and shall remain independent parties, and neither party shall have, or represent itself to have, any authority to bind the other party or to act on its behalf.



- 33.2. Nothing in the Agreement shall be construed to make either party an agent, employee, franchisee, joint venturer, or legal representative of the other party.
- 34. Third-Party Rights**
Except where expressly provided, the Agreement does not create any rights that are enforceable by any person who is not a party to this Agreement.
- 35. Notices**
- 35.1. Any notice or other communication given under, or in connection with, the Agreement shall be in writing in the English language and shall be delivered by:
- 35.1.1. hand to the Party due to receive it at the party's address;
- 35.1.2. email to the Party due to receive it at the party's email address;
- 35.1.3. fax to the Party due to receive it at the party's fax number; or
- 35.1.4. any other electronic communication acceptable to the Buyer at no additional cost to the Supplier.
- 35.2. The parties' addresses (physical and email) and fax numbers for the purposes of the Agreement shall be as set out in the applicable Purchase Order or as otherwise communicated by the parties in writing.
- 35.3. Any notice or communication which is not delivered during the Buyer's normal business hours on a Business Day, or which is delivered outside of business hours, shall be deemed to have been delivered on the next Business Day.
- 35.4. No change to a party's authorised representative or contact details for notices shall be effective until the other Party has been notified of the change in writing in accordance with this Clause 35.
- 36. Variation and Duplicate Purchase Orders**
- 36.1. No variation of the Agreement shall be effective unless in writing and signed by or on behalf of each party.
- 36.2. The Buyer shall be under no obligation to approve a variation for the convenience or benefit of the Supplier.
- 36.3. Where more than one purchase order is entered into with the same purchase order number, the last dated purchase order shall supersede any previous purchase order, and any previous purchase order shall be terminated with immediate effect. Furthermore, any payment made against such earlier date purchase order shall be applied against the new purchase order.
- 37. Language**
The Agreement is drafted in the English language, and the English version shall always prevail over any Arabic translation of the Agreement. All documents and/or notice documents provided under the Agreement shall be in English construed, interpreted, and administered in English.