

Supplier Terms and Conditions

- 1.1 Unless the Supplier has entered into a separately negotiated agreement with particular conditions differing to the terms of this Contract signed by an authorised representative for and on behalf of MAESTRA, these Terms shall apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing relating to the Supply of any goods and Services to MAESTRA.
- 1.2 The Purchase Order constitutes an offer by MAESTRA to purchase the Goods and/or Services in accordance with these Terms
- 1.3 The Purchase Order shall be deemed to be accepted on the earlier of:
 - 1.3.1 the Supplier issuing a written acceptance or online acceptance of the Purchase Order; and
 - 1.3.2 the Supplier doing any act consistent with fulfilling the Purchase Order.at which point the Contract shall come into existence.
- 1.4 The Supplier waives any right it may otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Terms.
- 1.5 By accepting the Purchase Order, the Supplier acknowledges and agrees that such acceptance constitutes the Supplier's unequivocal acceptance of and commitment to comply with the Terms as stipulated in this Contract and the Supplier Code of Conduct, which shall form an integral part of this Contract. The Supplier further agrees to review and adhere to these documents, which are also available <https://maestra-me.com/> and understands that failure to comply may result in termination of this Contract and/or other remedial actions as deemed appropriate by MAESTRA.

2. Interpretation

- 2.1 The following expressions will have the meanings given below:

"Confidential Information" means information which relates to MAESTRA or an MAESTRA Affiliate's administrative, business, financial, technical or operational arrangements or of any information of a secret or proprietary nature.

"Contract" means the contract between MAESTRA and the Supplier which comprises the Purchase Order, these Terms and any documents specified in the Purchase Order.

"Customer" means a customer of MAESTRA or any MAESTRA Affiliate.

"Data Protection Laws" means any applicable law relating to the processing, privacy and use of Personal Data, as applicable to either party or the Services, including:
 - (a) any laws which implement any such laws;

(b) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; and

all guidance, guidelines, codes of practice and codes of conduct issued by any relevant authorities protecting such data (in each case whether or not legally binding);

"Deliverables" all documents, advice, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

"Delivery Date" the date for delivery of the Goods specified in the Purchase Order, or, if none is specified, within a reasonable time from the date of the Purchase Order.

"MAESTRA" means the MAESTRA, the company on whose behalf the Purchase Order is issued.

"MAESTRA Affiliate" means any subsidiary undertaking or holding company of MAESTRA and any subsidiary undertaking or sister concern of MAESTRA as directly disclosed by MAESTRA.

"MAESTRA Materials" means all documents, information, items, materials, equipment, tools, drawings, specifications and data in any form (whether owned by MAESTRA or a third party), which are provided by MAESTRA to the Supplier in connection with the Services.

"Goods" means the goods (if any) which are set out in the Purchase Order.

"Intellectual Property Rights" patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Location" means the address referred to in the Purchase Order for the delivery of the Goods and/or the provision of the Services.

"Purchase Order" means the order for the Goods or Services issued by MAESTRA to the Supplier or any purchase by MAESTRA from the Supplier using a purchase card or MAESTRA credit card from the Supplier or any purchase using a suitably authorised purchase card issued by the Supplier to MAESTRA.

"Services" means the services (if any) which are set out in the Purchase Order.

"Specification" means the description, performance requirements, duties and other matters relating to the Goods, or the Services referred to in or attached to the Purchase Order, as the same may be amended by written agreement between the parties.

"Supplier" means the person, firm or company set out as the supplier under the Purchase Order.

"Supplier Personnel" All employees, workers, directors, officers, consultants, agents or otherwise employed or engaged by the Supplier.

"Terms" means the terms and conditions set out in this document.

2.2 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

3. Supply of Goods and/or Services

3.1 The Supplier shall from the date set out in the Purchase Order and for the duration of the Contract provide the Services to MAESTRA in accordance with the terms of the Contract.

3.2 The Supplier shall meet any performance dates for the Services specified in the Purchase Order or that MAESTRA notified to the Supplier. Time is of the essence in relation to any of those performance dates.

3.3 In performing the Services, the Supplier shall:

3.3.1 perform the Services with best care, skill and diligence and in accordance with best practice in the Supplier's industry, profession or trade.

3.3.2 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract.

3.3.3 where requested by MAESTRA, have the Supplier's personnel who provide the Services vetted in accordance with MAESTRA 's vetting requirements;

3.3.4 provide and maintain all equipment, tools and vehicles and such other items as required to provide the Services at the Supplier's cost.

3.3.5 carry the risk of loss, damage or theft for all equipment, tools and vehicles and such other items as required to provide the Services.

3.3.6 hold all MAESTRA Materials in safe custody at its own risk, and in good condition until returned to MAESTRA, and not dispose or use the MAESTRA Materials other than in accordance with MAESTRA 's written instructions or authorisations;

3.3.7 not do or omit to do anything which may cause MAESTRA to lose any

3.3.8 licence, authority, consent or permission on which it relies for the purposes of conducting its business and the Supplier acknowledges that MAESTRA may rely on or act on any advice and/or the Services provided]; and

3.3.9 observe all health and safety rules and regulations, codes of conduct, site policies and any other requirements that apply at any of the MAESTRA's premises.

3.3.10 The Supplier shall ensure full compliance with all applicable laws, regulations, and guidelines in the discharge of their duties under this Contract with MAESTRA. The Supplier agrees to obtain and maintain any necessary licenses, permits, and approvals required for the performance of their obligations, and to provide such documents to MAESTRA. Furthermore, the Supplier shall promptly notify the Company of any non-compliance or potential non-compliance issues and take all necessary corrective actions to remedy such issues.

3.4 The Supplier shall ensure that the Goods shall:

3.4.1 be of satisfactory quality fit for the use and benefit that the Goods were represented by the Supplier to be used to MAESTRA;

3.4.2 where there are manufactured products, be free from defects in design, material and workmanship and remain so for 12 months after delivery; and

3.4.3 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

3.5 The Supplier shall ensure that the Goods and/or Services and Deliverables shall conform with all descriptions and specifications set out in the Specification and the Goods and/or Deliverables shall be fit for any purpose held out by the Supplier or made known to the Supplier by MAESTRA expressly or by implication, and in this respect MAESTRA relies on the Supplier's skill and judgement.

3.6 The Goods and/or Services shall comply with the relevant standards fit for the general supply and installation at the time of performance.

3.7 The Goods and/or Services supplied must also comply with the implied conditions, warranties and terms represented by the Supplier at the time of supply to MAESTRA and as well as all related statutes and any statutory re-enactment(s) or modification(s) thereof of the applicable laws of the United Arab Emirates.

3.8 In performing its obligations under the Contract, the Supplier shall:

- 3.8.1 comply with all applicable anti-slavery and human trafficking applicable laws, statutes, regulations and codes from time to time in force locally as well as worldwide.
- 3.8.2 shall implement due diligence procedures for its subcontractors and suppliers to ensure there is no slavery or human trafficking within its supply chain.
- 3.8.3 represents and warrants that it has not been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking
- 3.8.4 maintain a complete set of records to trace the supply chain for all Goods and Services in connection with this Contract; and permit MAESTRA to inspect the Supplier's premises, records, and to meet Supplier's personnel to audit the Supplier's compliance with its obligations under clause 3.8
- 3.9 The Supplier agrees that it shall be responsible to reinstate any corrective measures proposed by MAESTRA should it be required to in relation to the Goods or any services which MAESTRA deems fit for the continued satisfactory delivery of such Goods and Services.
- 3.10 Subject to clause 3.9, MAESTRA may accordingly conduct inspections at the Supplier's principal place of business to assess the Supplier's compliance and implementation of such corrective measures directed by MAESTRA from time to time.
- 3.11 Breach of clauses of 3.8 to 3.10 will be deemed a material breach of the Contract
- 3.12 The Supplier shall (at no additional cost to MAESTRA) at all times carry out and provide the Services in compliance with all applicable laws, regulations, immigration laws, regulatory policies, guidelines or industry codes which may apply from time to time and ensure that it has and maintains all the licences, permissions, authorisations, consents, permits that it needs in the performance of its obligations under the Contract.
- 3.13 The Supplier shall maintain such records as are necessary pursuant to such applicable laws and shall promptly on request make them available for inspection by any relevant authority that is entitled to inspect them and by MAESTRA (or its authorised representative).
- 3.14 The Supplier shall neither be relieved of its obligations to supply the Services in accordance with the terms of this Contract nor be entitled to an increase in the Charges as the result of a change in the applicable Laws of the United Arab Emirates;
- 4. Delivery, Title and Risk**
- 4.1 The Supplier shall be responsible for the cost of delivery, packaging, insurance, unloading, and adequate protection of all Goods delivered to the Location until completion in accordance with clause 4.4.
- 4.2 The Supplier shall ensure at its own cost that:
- 4.2.1 the Goods are properly packed and secured in such a manner as to enable them to reach their destination in good condition;
- 4.2.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Purchase Order, the Purchase Order number (if any) the type and quantity of the Goods (including the code number of the Goods, where applicable); and
- 4.2.3 on delivery of the Goods MAESTRA is supplied:
- (a) with all operating and safety instructions and manuals and licences, that warning notices
- (b) a list by name and description of any hazardous or harmful or potentially hazardous or harmful properties or ingredients in the Goods supplied whether in use or otherwise and thereafter information concerning any changes in such properties or ingredients. MAESTRA will rely on the supply of such information from the Supplier in order to satisfy its own obligations to the Customer.
- 4.3 The Supplier shall deliver the Goods:
- 4.3.1 on the Delivery Date;
- 4.3.2 at the Location; and
- 4.3.3 during the Location's normal business hours, or as instructed.
- 4.4 Delivery of the Goods shall be completed on the completion of unloading the Goods at the Location. Time is of the essence in relation to the Delivery Date.
- 4.5 MAESTRA may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and such inspection or testing shall not reduce or otherwise affect the Supplier's obligations.
- 4.6 If following such inspection or testing MAESTRA considers that the Goods do not conform or are not likely to comply with the Supplier's undertakings at clause 3, MAESTRA shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 4.7 Title and risk in the Goods shall pass to MAESTRA upon completion of delivery.

5. Price and Payment

- 5.1 The price for the Goods and/or Services will be the price set out in the Purchase Order. The price
- 5.2 is exclusive of value added tax and, unless otherwise agreed in writing, inclusive of the costs of all other taxes, duties, packaging, delivery and insurance. A change to the price is only effective if agreed by both parties in writing.
- 5.3 In order for a valid Purchase Order to be raised the Supplier must successfully register on the MAESTRA supplier information database as applicable from time to time. The Supplier should email procurement@maestra-me.com for guidance and information on registering on MAESTRA's database.
- 5.4 The Supplier shall invoice MAESTRA after it has successfully supplied the Goods or Services, unless MAESTRA has agreed different invoicing dates in the Purchase Order.
- 5.5 If the Goods and/or Services have been supplied in accordance with the Contract, MAESTRA shall pay the Supplier on the next MAESTRA supplier payment date following the period of 60 calendar days from date of invoice.
- 5.6 If MAESTRA, acting reasonably, considers that the Goods and/or Services were not supplied in accordance with the Contract, MAESTRA is entitled to withhold the payment of the disputed amount until the matter is resolved between the parties. Both parties will act in good faith to try to resolve a dispute of this type.
- 5.7 If MAESTRA does not pay an undisputed invoice in accordance with clause 5.4, the Supplier shall be obliged to provide a notice of 60 days prior to suspending any supply of Goods or Services to MAESTRA. Accordingly, should any particular terms of payment stand negotiated and agreed between the Supplier and MAESTRA, those negotiated terms will take precedence over the terms stated under this Clause 5 of the Contract
- 5.8 Entering into a Contract does not commit MAESTRA to any minimum spend, volume commitments or confer on the Supplier any rights of exclusivity. MAESTRA is free to purchase goods or services similar to those supplied by the Supplier from any other third party.

6. Remedies

- 6.1 If the Goods and/or Services are not provided in accordance with the Contract, MAESTRA shall, without prejudice or limiting any of its other rights or remedies, and whether or not it has accepted the Goods and/or Services, have the following rights:
- 6.1.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
- 6.1.2 to reject the Goods (in whole or in part) and return them to the Supplier at the Suppliers own risk and expense;

- 6.1.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- 6.1.4 to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
- 6.1.5 to recover from the Supplier any costs incurred by MAESTRA in obtaining substitute goods and/or services from a third party;
- 6.1.6 to require a refund from the Supplier within 7 days from the date of giving written notice of any sums paid in advance for any Goods and/or Services that the Supplier has not provided; and
- 6.1.7 to claim damages for any additional costs, loss or expenses incurred by MAESTRA which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.

6.2 Unless mentioned otherwise in a written instruction by MAESTRA if the Goods are not delivered on the Delivery Date or the Services performed on the performance dates MAESTRA may, at its option, claim or deduct 1.5% of the price of the Goods for each week's delay in delivery by way of liquidated damages, up to a maximum of 20% of the total price of the Goods and/or Services. If MAESTRA exercises its rights under this clause 6.2, it shall not be entitled to any of the remedies set out in clause 6.1 in respect of the Goods' and/or Services' late delivery (but such remedies shall be available in respect of the Goods' and/or Services' condition). These Terms shall apply to any repaired or replacement Goods and/or substituted or remedial services provided by the Supplier.

6.3 MAESTRA 's right and remedies under these Terms are in additional to it rights and remedies implied by statute and applicable laws.

7. Liability

- 7.1 The Supplier will be liable for any loss, damage, cost or expense that results from its breach of the Contract up to a maximum amount of the fees payable under the Purchase Order. Neither party will be liable for any indirect or consequential loss.
- 7.2 The Supplier will indemnify MAESTRA for any liability, loss, liquidated damage, service credit or penalty that any MAESTRA Affiliate incurs in relation (in any way) to a customer contract as a result of a breach by the Supplier of the terms of the Contract.
- 7.3 The financial cap on liability in clause 7.1 will not apply to the Supplier in relation to (a) any breach by the Supplier of the confidentiality provisions (b) any breach by the Supplier of any dishonesty or wilful misconduct by the Supplier (d) clause 7.2 and (e) the intellectual property rights provisions in clause 8.

- 7.4 No limitation of liability applies in respect of any fraud or death or personal injury caused by negligence.
- 7.5 The Supplier shall indemnify and keep indemnified MAESTRA against:
- (a) all losses, claims, damages, liabilities, fines, interest, penalties, costs, charges, sanctions, expenses, compensation paid to Customers (including compensation to arising out of defective Goods and Services supplied by the Supplier), demands and legal and other professional costs (calculated on a full indemnity basis and in each case whether or not arising from any losses arising out of or in connection with any breach by the Supplier of its obligations under this Contract; and
 - (b) all amounts paid or payable by MAESTRA to a third party which would not have been paid or payable if the Supplier's breach under the terms of the Contract would not have occurred.
- 7.6 The Supplier acknowledges that for the breach or violation of the provisions of this Contract, monetary damages or compensation may be inadequate in certain instances, hence in addition to the remedies available under this Contract, MAESTRA shall also be entitled to all other reliefs available in law, including but not limited to injunctions or specific performance.
- 8. Intellectual Property Rights**
- 8.1 If the Goods and/or Services are made to MAESTRA 's special order then MAESTRA will own all Intellectual Property Rights in the Goods and/or Services and the Supplier will do all things necessary to transfer these rights.
- 8.2 In relation to any Deliverables MAESTRA will own all Intellectual Property Rights in the Goods and/or Services and the Supplier will do all things necessary to transfer these rights.
- 8.3 If the Goods or Services are not made to MAESTRA 's special order then the Supplier will retain these Intellectual Property Rights and the Supplier grants MAESTRA a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use (at any time) the Goods and/or Services for MAESTRA 's business purposes.
- 8.4 The Supplier can only use the MAESTRA name or logo in its marketing materials if MAESTRA has agreed this in advance in writing.
- 8.5 The Supplier shall indemnify MAESTRA in full against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by MAESTRA as a result of or in connection with any claim brought against MAESTRA for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use of supply of the Services and the Deliverables (excluding MAESTRA Materials).
- 8.6 MAESTRA, and any MAESTRA Affiliate, may use the Goods and/or Services and also with any Customer as long as, in relation to use by a customer, the use is related to a contract that
- 8.7 MAESTRA or a MAESTRA Affiliate has entered into with that Customer.
- 9. Audit**
- 9.1 The Supplier shall (and shall ensure all its agents, subcontractors or other third parties) promptly make available to MAESTRA (at the Supplier's cost) such information as is reasonably required to demonstrate the Supplier's and MAESTRA 's compliance with their respective obligations under this Contract, and allow for, permit and contribute to audits, including inspections, by MAESTRA (or another auditor mandated by MAESTRA) for this purpose at MAESTRA 's request from time to time. The Supplier shall provide (or procure) access to all relevant premises, systems, personnel and records during normal business hours for the purposes of each such audit or inspection upon reasonable prior notice (not being more than two business days) and provide and procure all further reasonable co-operation, access and assistance in relation to any such audit or inspection.
- 9.2 If the results of the audit reveal that MAESTRA has been overcharged in relation to the Goods and/or Services then the Supplier will reimburse MAESTRA immediately for the overcharged amounts.
- 9.3 The Supplier will maintain detailed quality control and manufacturing records for the period of at least 12 years from the date of delivery of the Goods.
- 10. Insurance**
- 10.1 The Supplier will, during the term of this Contract, maintain adequate insurance cover, which shall include but not be limited to professional indemnity insurance, product liability insurance, public liability insurance and employer's liability insurance, with a reputable insurer up to an amount of at least £5 million per incident to cover the Supplier's potential liability to MAESTRA under the relevant the Contract and will provide, on MAESTRA 's request, an insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance on MAESTRA 's request.
- 10.2 The Supplier will be responsible for new works being installed or erected at MAESTRA 's or MAESTRA 's Customers' premises and will maintain adequate insurance to cover loss or damage to such works until completion of the Contract.
- 11. Confidential Information**
- 11.1 If MAESTRA discloses any Confidential Information to the Supplier, the Supplier will not (i) use this information otherwise than for the purposes of providing the Goods and/or Services (ii) disclose it to anyone else unless required to do so by law.
- 11.2 The Supplier shall promptly (and in any event within 24 hours) notify MAESTRA if it (or any of its subcontractors or Supplier Personnel) suspects or becomes aware of any suspected, actual or threatened occurrence of any confidentiality under the Contract.

- 11.3 The Supplier shall not use MAESTRA or any information provided by MAESTRA for any promotional activities without seeking a prior written approval from MAESTRA
- 11.4 In case of a breach of this Clause 11, the Supplier shall remain responsible to MAESTRA for its acts and the acts of its subcontractors or Supplier Personnel to compensate for any loss or damages resulting from such breach. This shall be without prejudice to any rights of MAESTRA to all other reliefs available in law, including but not limited to injunctions or specific performance against the Supplier.
- 11.5 If MAESTRA requests the Supplier to do so, the Supplier will return any Confidential Information that exists in a physical form or destroy it within a period of seven (7) days from the receipt of such request.
- 12. Work on Premises and Health and Safety**
- 12.1 The Supplier will advise MAESTRA of any hazardous and serious health implications of the Goods and/or Services being provided.
- 12.2 Goods supplied or installed under the Contract shall be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health and all Goods will be labelled and supplied with full instructions for their proper use maintenance and repair and with any necessary warning notices clearly displayed.
- 12.3 The Supplier shall ensure full compliance with the Health, Environment and Safety Laws & Regulations applicable in the United Arab Emirates as well as any guidelines on such subjects that are applicable to the United Arab Emirates due to its ratification to any international agreements or conventions.
- 12.4 The Supplier will provide confirmation that a method statement/risk assessment has been completed, an authorisation form has been completed and a permit to work where required has been raised, signed off and issued prior to commencement of any work in relation to the Contract.
- 12.5 Where the Supplier is required to have in place relevant certifications to establish its competency in providing the Goods and Services issued to MAESTRA and in relation thereto as provide the following registered under a Safety Scheme in Procurement (SSIP), :
- (i) will ensure that it holds a current valid registration certificate or approvals including not limited to its business license and or other documentations as required by MAESTRA prior to the commencement of the Services; and
- (ii) will ensure that such registration, membership and accreditation is renewed in a timely manner and in any event, is in place throughout the duration of the Contract and throughout delivery of Services at its own costs; and
- (iii) will provide the requisite certifications and documents with up to date, accurate information, including details of its insurance and compliance with health and safety regulations; and
- (iv) will provide MAESTRA with all such documentary evidence of registration, membership, accreditation immediately upon request.
- If the Supplier fails to comply with any of the provisions contained in clause 13.5 MAESTRA may at its own discretion immediately terminate the Purchase Order or Contract or provide a specific time period to rectify this default prior to terminating the Contract.
- 13. Anti-Bribery and Code of Conduct**
- 13.1 The Supplier will comply with all applicable laws and regulations relating to anti-bribery and anti-corruption and ensure compliance by any of the Supplier's sub-contractors.
- 13.2 The Supplier will ensure that it has read and complies with MAESTRA 's Supplier Code of Conduct which is available at <https://maestra-me.com/>
- 14. Waiver**
- 14.1 If MAESTRA does not enforce or require strict performance by the Supplier of any part of the Contract this will not be regarded as a waiver.
- 15. Termination**
- 15.1 MAESTRA may terminate the Purchase Order or the Contract for convenience at any time by giving the Supplier 30 days' prior written notice. If MAESTRA is using the Services in relation to a contract with its customer, and that contract is terminated, MAESTRA may terminate the Purchase Order or the Contract with immediate effect by giving the Supplier notice. The Parties agree that such termination by MAESTRA by providing a notice shall be deemed as a valid termination and shall not require an order for termination of contract from any Court of competent jurisdiction in the UAE.
- 15.2 MAESTRA will pay the Supplier for all work that the Supplier has properly performed up to the termination date. No other charges (including early termination payments) are payable by MAESTRA in relation to the Goods and/or the Services.
- 15.3 In addition, MAESTRA may terminate the Purchase Order or the Contract by giving the Supplier written notice which will be effective immediately if the Supplier commit a material breach or persistent breaches of any of the terms and conditions of the Contract.
- 15.4 If either party becomes insolvent or has a receiver or liquidator appointed over any part of its business (apart from a bona fide reconstruction not involving insolvency), the other party may terminate the Purchase Order or Contract by written notice effectuating immediate termination.
- 15.5 On termination of the Contract, if requested by MAESTRA, the Supplier will provide MAESTRA with assistance to allow another supplier to provide the Goods and/or Services. A fee (to be agreed by the parties) will apply to this assistance other than where MAESTRA has terminated following the Supplier's breach of the Contract.

16. Variation

- 16.1 MAESTRA reserves the right to request variations to the scope, nature, quantity, or quality of the goods or services provided under the Purchase Order or the Contract.
- 16.2 MAESTRA may supplement these Terms by notifying the Supplier of any additional terms that a MAESTRA Affiliate is required to comply with under a customer contract. Apart from the variation described in the previous sentence, any variations to the Contract must be in writing and agreed by both parties.
- 16.3 The Supplier shall promptly assess the impact of the requested variations and provide a written estimate of any adjustments to the price, delivery schedule, or other terms within a reasonable time frame, not to exceed a period of seven (7) days.
- 16.4 Upon receipt of the Supplier's estimate, MAESTRA shall have the right to approve, reject, or negotiate the proposed adjustments.
- 16.5 If MAESTRA approves the variations and associated adjustments in writing, the Supplier shall proceed with the implementation of the variations as directed by MAESTRA.
- 16.6 Any work performed by the Supplier in relation to the variations shall be carried out diligently and, in a manner that is consistent with the terms and conditions of this Contract.
- 16.7 In the event of a disagreement regarding the variations or adjustments, MAESTRA's decision shall be final and binding, provided that such decision is reasonable and does not violate applicable laws or regulations.

17. Personnel, Sub-Contracting and Assignment

- 17.1 The Supplier will not, without MAESTRA 's prior written consent, appoint any sub-contractor or agent to carry out its obligations under the Contract.
- 17.2 The Supplier shall not assign, transfer, novate, or otherwise dispose of any of its rights, obligations, or interests under this Contract, in whole or in part, without the prior written consent of MAESTRA. Any attempt to assign, transfer, or novate this Contract or any part thereof without such consent shall be void and of no effect. MAESTRA reserves the right to withhold such consent at its sole discretion and may impose conditions upon any granted consent as it deems appropriate. MAESTRA may assign any of MAESTRA 's rights or obligations under the Contract to any MAESTRA Affiliate or to any third party that acquires any part of MAESTRA 's business that uses the Goods and/or Services.
- 17.3 The Supplier shall remain fully liable to MAESTRA for all the acts and omissions of each of its Subcontractors, assignees and Supplier Personnel as if they were its own.
- 17.4 The Supplier shall ensure that all persons authorised by the Supplier or any Subcontractor are reliable and:

- (a) adequately trained on compliance with this Schedule as applicable to the processing;

- (b) informed of the confidential nature of any information provided and that they must not disclose such information;
- (c) subject to a binding and enforceable written contractual obligation to keep such data protected and confidential; and
- (d) provide relevant details and a copy of each agreement with a Subcontractor to MAESTRA on request.

17.5 The Supplier shall ensure that access to any information from MAESTRA is limited to the authorised persons of the Supplier only to those who need access to it to supply the Services.

17.6 The Supplier shall prior to the relevant Subcontractor, assignees and Supplier Personnel carrying out any activities in respect of the information, appoint each Subcontractor under a binding written contract containing the same obligations as under this Schedule in respect of the confidential information that is enforceable by the Supplier and ensure each such Subcontractor, assignee or Supplier Personnel complies with all such obligations

18. Severance

If any provision of the Contract is held by any competent authority to be unenforceable, the validity of the other provisions of the Contract will not be affected.

19. Entire Agreement

The Contract constitutes the whole agreement between the parties and supersedes all previous terms and discussions between the parties relating to its subject matter.

20. No Partnership or Agency

Nothing in the Contract is intended to create a partnership or joint venture. No party will have authority to act as agent for, or bind, the other party in any way.

21. Rights of Third Parties

All MAESTRA Affiliates may use the Goods and/or Services provided and enforce MAESTRA 's rights under the Contract. Apart from MAESTRA Affiliates, a person who is not a party to the Contract will not have any rights in connection with it.

22. Notices

Any notice given under the Contract will be in writing and addressed to the other party at its registered office or other address that has been notified to the other party.

23. Jurisdiction

The Contract will be governed by the applicable laws of the United Arab Emirates and the parties shall submit to the exclusive jurisdiction of the Dubai Courts.