

**BASRA GATEWAY TERMINAL / ICTSI M.E. DMCC – IRAQ BRANCH (the “Company” or “Customer”)**  
**PURCHASE ORDER: TERMS AND CONDITIONS**

The Purchase Order (“P.O.”) is prepared by the COMPANY in accordance with the SUPPLIER’s (or seller, vendor, SUPPLIER etc., as the case may be) quotation and the full quantity/lot mentioned should be filled/completed at the prices within the need-by date stipulated. All the terms in the P.O. are deemed integrated herein and vice-versa.

**THESE TERMS AND CONDITIONS (“P.O. CONDITIONS”) SHALL SERVE AS A BINDING AGREEMENT BETWEEN THE COMPANY AND THE SUPPLIER. THE SUPPLIER ACKNOWLEDGES IT HAS FULLY READ THE P.O. CONDITIONS AND ACCEPTED AND AGREED TO THE SAME AND THAT ITS CONFIRMATION OF RECEIPT OF THE P.O. AND/OR COMMENCEMENT/DELIVERY OF THE ORDERED REQUIREMENTS SHALL BE TANTAMOUNT TO SUPPLIER’S EXPRESS AGREEMENT WITH THESE P.O. CONDITIONS.**

Should the Parties execute a formal agreement, the P.O. Conditions and the said agreement shall be considered integrated and construed together. In case of conflicting provisions, the provision more advantageous to the COMPANY shall prevail, unless a contrary interpretation is expressly stipulated in the formal agreement.

**1. Delivery of Goods and Services**

We have a **“No P.O., No Delivery, No Payment Policy”**. SUPPLIER may only deliver without a PO if authorized by the COMPANY Procurement Department.

Delivery to the COMPANY (for goods), and completion of project (for services) must be made **timely and on or before the P.O. need-by date**, unless deferred delivery and/or completion has been authorized by the COMPANY. Otherwise, this is considered as delivery delay.

**For Goods or Materials:**

- The Supplier is required to inform the Customer through an email sent to the designated contact person's email address about the shipment of Goods. The notification should include the following details:
  - Purchase Order number.
  - Delivery date.
  - Item number as indicated in the P.O.
  - Name of delivery personnel.
  - Driver’s Government issued ID and Vehicle Registration
- Unless stated in the P.O., all deliveries must be directed to:  
*Basra Gateway Terminal (BGT) Materials Management Section (MMS)*  
*BGT Operation Building*  
*Berth 20 – North Port, Umm Qasr, Basra Iraq*
- Receiving hours are scheduled from 8:00 a.m. to 5:00 p.m., Sunday to Thursday, except in cases of emergencies recognized by the BGT Procurement Department. BGT’s Security Personnel will not allow deliveries direct to the end users, unless pre-arranged and approved by the BGT Procurement Department.
- Delivery Receipts must be forwarded to MMS upon delivery of the Goods.
- The access to the protected area of BGT in Umm Qasr is possible only upon presentation of permanent or one-time passes issued by Iraq Port Authority. Any cost arising from passes issued by port is carried by supplier.
- The title of ownership and risk is transferred onto the Customer as of acceptance of Delivery of Goods in the delivery place indicated by the Customer in accordance with applicable INCOTERMS.

**For Services:**

- All Services must be directed to the end user.
- Service Reports (or any equivalent document) must be submitted to the end user upon rendering of service.

**2. Documentation**

Prices reflected in the P.O. are **value added tax (VAT) exclusive**.

The COMPANY reserves the right to require the SUPPLIER to post a **surety bond** equivalent to not less than ten percent (10%) of the total value of the P.O. or the value of the down payment, whichever is higher.

**3. Invoicing**

The VAT, when applicable, should be included in the Original Invoice as a separate line item. The appropriate amount of withholding tax for local suppliers will be deducted from the purchase/contract price, when applicable.

The SUPPLIER must indicate the P.O. No. and the name of the COMPANY’S contact person on the face of the cash / charge invoices, billing statements or Statement of Account (SOA), whichever is applicable.

Copies of invoices / billings, including relevant supporting documents, should be sent to **BGT Accounts Payable** <accounts payable@bgt.ictsi.com>. Baseline date to determine the due date of payment will be upon receipt of correct and complete copies of invoices/supporting documents, or Goods/Services Receipt date, whichever is later.

#### 4. **Warranty and Returns**

The COMPANY may demand or cause correction or revision of **defects** at the SUPPLIER's sole expense within the applicable warranty period. The Goods are subject to the MMS's inspection and approval at a reasonable time after delivery to the COMPANY (for both local and indent goods). If specifications are not met or articles are defective, the Goods may be returned by the COMPANY also at the SUPPLIER's sole expense.

The COMPANY shall have the **right to purchase elsewhere and/or cancel the unfulfilled and/or undelivered portion** of the P.O. upon giving the SUPPLIER written notice at least three (3) days before the date of cancellation and without incurring any liability with the SUPPLIER, provided that all invoices for the fulfilled/completed deliveries as of date of cancellation are payable by the COMPANY to the SUPPLIER:

- a) For any cause, unless expressly excluded by the Parties;
- b) In case of material breach by the SUPPLIER, including delay; and/or
- c) In case the COMPANY is unable to secure any license, permit or authorization required by any government entity in connection with this transaction.

The COMPANY shall be immediately refunded of the portion of its advance payment, if any, for unfulfilled/uncompleted deliveries, if any. Likewise, the COMPANY shall also have the option to take any goods, works, or other items covered by the P.O. whether finished, unfinished or in process.

5. **Non-Exclusivity.** If this P.O. is for the **purchase of machines or equipment**, the COMPANY reserves the right to buy its spare parts, accessories, and supplies from other suppliers.

#### 6. **Penalties**

In case of any delivery delay, the COMPANY has the right to impose to the SUPPLIER. The SUPPLIER shall be liable to the COMPANY for **delivery penalty** equivalent to 1/10 of 1% of the Vat-exclusive contract sum for every day of delay, but not to exceed ten percent (10%) of the said sum, without prejudice to other remedies the COMPANY may be entitled to.

The SUPPLIER shall be liable to the COMPANY for **liquidated damages** equivalent to **five percent (5%)** of the VAT-exclusive contract sum for breach or default by the SUPPLIER of any of its obligations.

7. **Force Majeure.** In case the SUPPLIER is prevented from delivering or the COMPANY from receiving and/or using any of the items covered by the P.O. due to **force majeure**, the force majeure shall operate to suspend deliveries or acceptances, as the case may be, during the affected period. This is subject, however, to the COMPANY's right under **Clause 1** hereof. Force majeure is any event such as fire, typhoon, flood, strikes, lock-out, epidemic, accident, war, blockade, civil commotion or other similar events beyond the reasonable control of the concerned Party.
8. **Compliance with Laws.** The SUPPLIER shall maintain and solely be responsible for compliance with all laws, rules, regulations and orders of any governmental authority as well as possession of all required permits, licenses and other authorizations for the conduct of its business and its performance of the Agreement. The COMPANY may, at any time, undertake an audit of the SUPPLIER's performance of its obligations under this Agreement to ensure that the SUPPLIER, its employees, and agents are compliant with this Clause.
9. **ICTSI Policy Commitment.** The SUPPLIER shall comply with the COMPANY's company policies, rules and regulations ("Policies") related to the needs and requirements for the Agreement. The SUPPLIER, hereby, acknowledges access to and endeavors regular updating with copies of ICTSI's latest (i) **Code of Business Conduct**; (ii) Procurement Guidelines; (iii) **Global Principles on Human Capital**; and (iv) other applicable ICTSI Policies. The SUPPLIER agrees to inform each of its concerned employees and agents of these Policies and undertakes that the performance of the Agreement shall be consistent with the same.
10. **Anti-Bribery Compliance Policy.** The SUPPLIER further represents and warrants that it has not, or any of its directors, officers, employees or representatives, condoned, accepted, received or has taken any action in furtherance of, an offer, payment, promise to pay, or authorization or approval of the payment or giving of money, property, gifts or anything else of value, directly or indirectly, to any government or public official/candidate or any director, officer or employee of the COMPANY or its affiliates to unlawfully influence official action or secure an unlawful advantage. The SUPPLIER and its Personnel shall not condone, tolerate, solicit, ask for, accept or attempt to accept, directly or indirectly, a bribe, kickback, or other personal benefit, monetary or otherwise, from the COMPANY's customers, employees, officers, any port users, or government officials, where such request or receipt

would amount to an improper or unlawful performance of a function or activity, such as a breach of trust, impartiality, or good faith. A violation of this Clause is a ground for termination of this Agreement. The SUPPLIER shall ensure that it conducts its business in compliance with applicable anti-corruption laws and maintains policies and procedures designed to promote and achieve compliance with such laws and, furthermore, the ICTSI Revised Anti-Bribery Compliance Policy and Procedure. The SUPPLIER agrees that the COMPANY shall have the right, after written notice to the SUPPLIER to conduct an investigation and audit of the Supplier's policies, books, records and accounts to verify compliance with this Clause.

11. **Supplier Code of Business Conduct.** In addition, the SUPPLIER shall abide by all the terms indicated in the ICTSI Supplier Code of Business Conduct available at [Supplier Code of Business Conduct](#). The SUPPLIER shall also ensure to submit the filled out Disclosure Form of Conflict of Interest on an annual basis and as the need to disclose arises.
12. **Sustainability.** The ICTSI Group is committed to uphold the principles of sustainable development in its operations and corporate stewardship of its people, customers, corporate resources, and the environment. These thrusts are documented in ICTSI's Annual Sustainability Report available at <https://www.ictsi.com/what-we-do/sustainability>. In the performance of the Services, the SUPPLIER undertakes to observe the foregoing or analogous principles and commitment and shall cooperate with the COMPANY in its sustainability efforts in the Terminal and its community.
13. **Health and Safety.** The SUPPLIER must perform the works/services, if any, in the Company premises safely so as to protect person and property based on applicable laws as well as the Health, Safety, and Environment (HSE) Policies of the ICTSI Group. The SUPPLIER shall provide the COMPANY HSE documentations that may include risk assessments; work methodologies; licenses and certificates; and standard Operating Procedures. The SUPPLIER shall immediately notify the COMPANY of any health and safety and/or environmental incident (e.g. injury, property damage, oil spill, etc.) by the quickest practicable means (e.g. by phone call). The SUPPLIER shall follow this notice with a formal incident report in writing within eight (8) hours from the occurrence.
14. **Confidentiality and Data Protection.** The SUPPLIER acknowledges that by reason of its business relationship with the COMPANY, it may have access to Confidential Information of the COMPANY, the value of which would be impaired if such information were disclosed to third parties. The SUPPLIER hereby agrees that it shall not use in any way for its own account or the account of any third party, nor disclose to any third party, any Confidential Information of the COMPANY during the duration as well as after the termination or expiration of this Agreement. "Confidential Information" shall mean the proprietary, confidential, or trade secret information or know-how belonging to the COMPANY or which the COMPANY is under an obligation to maintain as confidential, whether or not it is in written or permanent form. Confidential Information shall include, without limitation, technical and business information relating to the COMPANY's services and products, research and development, finances, customers, marketing, production, and future business plans. The SUPPLIER shall ensure that it complies with the Data Privacy Act and with the COMPANY's data privacy and protection policies.
15. **Intellectual Property**  
The SUPPLIER guarantees that any articles furnished under this P.O. and the use thereof do not infringe on any **patent or trademark rights** and that the same will comply in all respect with the laws and regulations.  
  
The COMPANY name, logo, trademark and other intellectual property, trade secret or any proprietary right shall not be used by the SUPPLIER, unless with written consent of the COMPANY. No public announcement concerning or related to this Agreement shall be made without the prior written consent of the COMPANY. If such consent is obtained, the text of the proposed release or plans for the public relations activities shall be submitted to the COMPANY for review prior to the release date.
16. **Indemnification.** The SUPPLIER assumes full responsibility and shall hold free and harmless and indemnify the COMPANY against any and all claims, liabilities, losses, damages, and expenses arising out of the P.O. caused by the fault, negligence, or breach of obligations or violation of any applicable local laws and regulations by the SUPPLIER or its directors, officers, employees, agents or representatives.
17. **Governing Laws.** This P.O. Conditions and all its subsequent variations shall be governed by and construed in accordance with the **laws of the Republic of Iraq**. In case of any dispute arising in connection with the P.O., it is agreed that the venue for the settlement of the dispute shall exclusively fall within jurisdiction of the proper courts of the **Republic of Iraq**.
18. **Miscellaneous**  
18.1 **Entire Agreement.** This P.O. Conditions together with the PO (and any referenced documents) constitute the entire agreement for the subject transaction.

18.2 **No Waiver.** Failure to enforce any right is not a waiver.

18.3 **Amendments.** Any amendment must be in writing and signed/approved by the Company.

**BASRA GATEWAY TERMINAL / ICTSI M.E. DMCC – IRAQ BRANCH (the “Company” or “Customer”)**  
**PURCHASE ORDER: SHIPPING INSTRUCTIONS**

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Use the following information as applicable:

**FOR ALL INDENT/IMPORT ORDERS (ANY INCOTERM)**

**a. Consignee Details:**

**Consignee Name:**

ICTSI (M.E) DMCC – IRAQ BRANCH

**Consignee Address:**

BASRA GATEWAY TERMINAL (BGT)

BERTH 27, NORTH PORT, UMM QASR PORT, BASRA PROVINCE, IRAQ

Attention to: Hasan Zaalán / Ariel Inosanto Jr.

Email Address: [procurement@bgt.ictsi.com](mailto:procurement@bgt.ictsi.com)

Tel. No.: +964 783 499 244

**b. Shipping Documents:** *Applies to regular importation and warranty parts*

Please send DRAFT shipping documents (Commercial Invoice, Packing List, AWB or B/L, brochure, and appropriate Certificate of Origin\*, Certificate of Conformity\*, Certificate of Inspection\*, if applicable) to BGT Procurement <[procurement@bgt.ictsi.com](mailto:procurement@bgt.ictsi.com)> for review and approval **PRIOR** to ship out to avoid potential delays in Customs clearing.

See below details which must be reflected in each shipping document:

**i. Commercial Invoice:**

- Consignee Name
- Consignee Address
- Notify Party: “Same as Consignee”
- INCOTERMS must be indicated
- Description of Commodity
  - Must be specifically described (no abbreviation) and indicate HS CODE
  - **Use the description of goods indicated in the PO**
- Declared Value
  - Invoice value must be same with PO amount
  - For warranty parts:
    - ☐ Value must be true and correct amount
    - ☐ **Do not indicate the phrase “Value for Customs Purposes only”**
- If CFR, CIF, DAP or DDP, show cost break down:

Cost	
Insurance	
Freight	
Total Amount in PO/Invoice	

**ii. Brochure**

- Send brochure/technical specifications/picture for each item for customs clearance purpose. If not applicable, kindly answer the ff:
  - WHAT IS IT?
  - WHAT IS IT MADE OF?
  - WHAT IS IT USED FOR?

Note: Failure to provide brochure causing storage charges per day will be chargeable to supplier’s account.

**iii. Packing List**

- Consignee Name
- Consignee Address

- Description of goods
- Number of boxes/packages
- Dimension must be in cm
- Net/Gross Weight in kilograms, or in cubic meter (cbm): applicable for LCL, FCL (containerized) and in-bulk shipment.
- If the goods are in wooden pallets/crates: fumigation certificate must be secured prior to shipment.
- If breakbulk cargo: "Load Port Survey Report" must be secured prior to shipment.

**iv. Airway Bill / Bill of Lading**

- Consignee Name
- Consignee Address
- Notify Party: "Same as Consignee"
- HS CODE must be indicated
- Marks & Numbers: "BGT PO# \_\_\_\_\_"
- Port of Discharge (applicable only for SEA Shipment):
  - MUST be "UMM QASR – NORTH PORT (BGT), IRAQ"

**Otherwise, all duties and taxes, brokerage, local delivery, and other incidental charges brought about using wrong port shall be fully chargeable to Shipper/Supplier.**

**v. \*Certificate of Origin:**

- Clearly marked as "*Certificate of Origin (COO)*"
- Name, signature, and seal/stamp of issuer
- Place and date of issuance
- Consignee Name
- Consignee Address
- Notify Party: "Same as Consignee"
- Supplier/Exporter name and address and contact information
- Description of Commodity, Invoice Date, Invoice No., Invoice Amount and HS CODE should match with those indicated in the invoice provided by supplier.
- If shipper has a third-party invoicing, kindly indicated the third-party invoicing

**vi. \*Certificate of Conformity:**

- Clearly marked as "*Certificate of Conformity (COC)*"
- Issued by an authorized certification body or recognized inspection authority
- Name, signature, and seal/stamp of issuing authority
- Place and date of issuance
- Consignee Name
- Consignee Address
- Notify Party: "Same as Consignee"
- Supplier/Exporter name and address and contact information
- Description of Commodity, Invoice Date, Invoice No., Invoice Amount and HS CODE should match with those indicated in the invoice provided by supplier.
- If shipper has a third-party invoicing, kindly indicated the third-party invoicing

**vii. \*Certificate of Inspection:**

- Clearly marked as "*Certificate of Inspection (COI)*"
- Issued by an authorized certification body or recognized inspection authority
- Name, signature, and seal/stamp of issuing authority
- Place and date of issuance
- Consignee Name
- Consignee Address
- Notify Party: "Same as Consignee"
- Supplier/Exporter name and address and contact information
- Description of Commodity, Invoice Date, Invoice No., Invoice Amount and HS CODE should match with those indicated in the invoice provided by supplier.
- If shipper has a third-party invoicing, kindly indicated the third-party invoicing

**c. Original Shipping Documents:**

Please courier the final approved original shipping documents (Commercial Invoice, Packing List, AWB or B/L, Certificate of Origin, Certificate of Conformity, Certificate of Inspection if applicable). At least **one (1) original copy** of all shipping documents must be **certified by the Iraqi Embassy**, plus **three (3) additional copies** without certification, to be sent to the Company address indicated below:

ICTSI (M.E) DMCC – IRAQ BRANCH  
BASRA GATEWAY TERMINAL (BGT)  
BERTH 27, NORTH PORT, UMM QASR PORT, BASRA PROVINCE, IRAQ  
Attention to: Hasan Zaaan / Ariel Inosanto Jr.  
Email Address: [procurement@bgt.ictsi.com](mailto:procurement@bgt.ictsi.com)  
Tel. No.: +964 783 499 244

**FOR EX-WORKS, FOB, FAS OR FCA**

Please send DRAFT Commercial Invoice, Packing List and brochure, as well as shipment pick up details (i.e. complete company name, address with postal code, contact person and contact number) to BGT Procurement <[procurement@bgt.ictsi.com](mailto:procurement@bgt.ictsi.com)> immediately for assignment of forwarder.

**FOR CFR, CIF, DAP, DDP**

Please send DRAFT Shipping documents (AWB/BL, Commercial Invoice, Packing List and brochure) following the above shipping instruction.

**Note:**

- Kindly wait for further advise prior to finalizing shipping documents.
- 6-Character HS CODE is required in the cargo description in compliance with Iraqi Customs regulations. Any penalty imposed by Iraqi Customs for noncompliance or misdeclaration shall be fully chargeable to the Shipper/Supplier.

**\*\*\*\* Nothing follows. \*\*\***