

## Malta International Airport plc ("MIA") Terms of Purchase of Goods, Services and Works

### 1. DEFINITIONS

In this Purchase Order ("PO") the following terms shall have the meaning assigned to them hereunder:

"Delivery Date" means the date or dates specified on the front of this PO by which Deliverables shall be delivered / performed;

"Deliverables" means any goods, services and/or works to be delivered / performed by the Supplier as specified on the front of this PO;

"Price" means the total price payable by MIA for the Deliverables as specified on the front of this PO, including all ancillary expenses and taxes;

"Specification" means any specification of the Deliverables which sets out their composition and/or functionality, indicated on, or attached to, this PO; and

"Supplier" the supplier on the front of this PO;

### 2. TERMS OF AGREEMENT

2.1 This PO, including these terms and conditions and any attachments and Specifications, constitutes the entire and exclusive agreement between MIA and the Supplier. Any oral or written terms and conditions on any quotation, confirmation, invoice, acknowledgement, release, acceptance or other written correspondence, irrespective of the timing, from the Supplier which conflict with these terms shall be ineffective. Supplier's electronic acceptance, acknowledgement of this PO, or commencement of performance or delivery constitutes Supplier's acceptance of these terms and conditions. This PO may be revoked by MIA at any time prior to acceptance. In case of any conflict between the provisions of this PO and any contract specifically relating to the subject matter hereof, the terms of that contract shall apply.

### 3. PRICE

3.1 The Price shall remain fixed for the duration of the PO. No variation in the Price or extra charges shall be valid unless agreed to, in writing, by MIA.

### 4. INVOICING AND PAYMENT

4.1 Unless different payment terms are specified on the front of this PO MIA shall pay all invoices within 45 days from receipt of invoice, provided that the Supplier has complied with all its obligations under this PO. Each invoice shall clearly state the applicable PO number and shall be sent by the Supplier to MIA at the address specified on the front of this PO.

4.2 MIA shall be liable to pay interest on all undisputed late payments at a maximum rate of 4% per annum. MIA may offset against payment any sum that is or may become due to MIA from the Supplier.

### 5. DELIVERY

5.1 Time is of the essence in Supplier's performance of its obligations under this PO. Supplier shall accordingly perform / install / deliver all Deliverables at the address set out on the front of this PO, by the Delivery Date. If the Supplier is installing and/or commissioning the Deliverables the Supplier shall install and/or commission the Deliverables by or before the Delivery Date.

5.2 Each delivery / commissioning / installation of the Deliverables shall be accompanied by relevant supporting documentation such as user manuals and an advice note which identifies the items by part number (if any) and description. MIA may

request the Supplier for any reason to postpone delivery of any Deliverables and the Supplier shall store and/or delay the delivery of such Deliverables at its risk and expense for up to a maximum period of 90 days from the Delivery Date.

5.3 Unless specifically excluded by the terms stated on the PO, Supplier assumes responsibility for all shipping and delivery charges up to MIA premises including, without limitation, customs, duties, costs, taxes and insurance. Risk of loss for the Deliverables and title thereto does not pass to MIA until acceptance in accordance with Section 6.

5.4 If Supplier delivers / performs / installs commissions any Deliverables after the Delivery Date, MIA may reject such Deliverables. If the Deliverables are not rejected, the Supplier shall be liable to pay liquidated damages equal to 1% of the Price of the delayed Deliverables for each week or part thereof of delay. The Supplier shall notify MIA immediately if it anticipates any delay in meeting the Delivery Date.

### 6. INSPECTION AND ACCEPTANCE

6.1 Before delivering / commissioning / installing the Deliverables, the Supplier shall inspect and test them for compliance with this PO and shall provide MIA with such of the Supplier's test sheets and test certificates as MIA may require. MIA or its authorised representative shall be entitled to inspect or test the Deliverables at any time.

6.2 If any Deliverables do not conform to this PO or the Specification MIA may, at its option, within 90 days from delivery / installation / commissioning / performance: (i) return the Deliverables for a full refund or credit; (ii) require Supplier to replace the Deliverables; (iii) require Supplier to repair the Deliverables so that they meet the Specification; or (iv) accept the Deliverables subject to a refund or credit representing the diminished value of the Deliverables.

### 7. WARRANTIES

7.1 The Supplier warrants that: (a) it is entitled to supply the Deliverables and to accept this PO; (b) the Deliverables shall comply with the Specification or, if there is no Specification, shall meet MIA's specified and/or reasonable requirements; (c) the Deliverables shall be free of defects in design, materials and workmanship; (d) the Deliverables shall be new, of satisfactory quality and fit for MIA's purpose; (e) it shall comply with all industry best practice health and safety, environmental protection, quality standards, product security arrangements and business continuity management standards and shall use reasonable skill, care and diligence in performing / installing / delivering the Deliverables; (f) it shall at all times comply with all legislation and regulations relevant to the Deliverables including, without limitation, health and safety, the environment and consumer protection.

### 8. INTELLECTUAL PROPERTY RIGHTS

8.1 The Supplier shall indemnify MIA against all loss which MIA or any of MIA's employees, contractors or customers may incur or for which MIA may be liable by reason of the use by MIA of the Deliverables supplied which infringes the intellectual property rights of any third party.

8.2 Without limiting the Supplier's obligations under clause 8.1 if the Deliverables infringe the intellectual property rights of any third party or if any interim court order is made which prevents MIA from using the Deliverables, the Supplier shall at its expense, but at MIA's option: (a) obtain for MIA the right to continue to use the Deliverables; or (b) replace or modify the Deliverables so that they are no longer infringing; or (c) accept the return of any Deliverables and rejection of any undelivered Deliverables and reimburse MIA with the Price and any out-of-pocket expenses incurred by MIA.

### 9. INSURANCE

9.1 The Supplier will carry adequate public liability and product liability insurance to cover for all liabilities that may arise out of the Supplier's performance or non performance of its obligations under this PO. The Supplier will, upon request by MIA, produce certification from its insurance broker of satisfactory policies of insurance.

9.2 Unless otherwise specified in terms of a separate agreement in writing, public liability insurance cover for purchases should be of the following values, as applicable depending on the purchase value:

Purchase Value	Minimum insurance cover
€0 - €25,000	As per clause 9.1
€25,001 - €50,000	€100,000
€50,001 - €100,000	€500,000
€100,001 - €250,000	€1 million
> €250,000	€2.5 million

### 10. TERMINATION

10.1 MIA reserves the right to terminate the whole or part of this PO at any time upon MIA's written notification to the Supplier if the supplier is in breach of its obligations in terms of this PO.

### 11. INDEMNITY

11.1 The Supplier shall hold harmless and indemnify MIA against and in respect of all claims, demands, proceedings, causes of action, costs, expenses, fines and damages which may arise out of, or in connection with, the performance / installation / delivery of the Deliverables, or result from any negligent or wilful act and/or omission of the Supplier and/or of any of its employees, agents and/or representatives.

### 12. ASSIGNMENT & SUB-CONTRACTING

12.1 The Supplier shall not assign this PO (or any benefits or obligations herein) nor sub-contract any of its obligations under this PO without MIA's prior written consent.

### 13. WAIVER

13.1 No forbearance or delay by either party in enforcing its rights will prejudice or restrict the rights of that party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach.

### 14. GOVERNING LAW & JURISDICTION

14.1 This PO is governed by and shall be construed in accordance with the laws in force in Malta and the parties submit to the exclusive jurisdiction of the Maltese Courts.