



Purchase Order Terms and Conditions

The following definitions and rules of interpretation apply in these terms and conditions.

Applicable Laws means any statute, statutory instrument, by-law, order, directive, treaty, decree, or law (including any judgment, demand, order or decision of any court, regulator, or tribunal); and/or rule, policy, guidance, or recommendation issued by any relevant governmental, statutory, or regulatory body pursuant to clauses 14.9-14.10.

Business Day means any day (other than Saturday and Sunday or public holiday) when banks in Dubai are open for business (where payment hereunder is made in AED) or when banks in New York, USA are open for business (where payment hereunder is made in USD). Alternatively, where payment hereunder is made in another currency, Business Day shall mean any day when banks in the principal national territory of that currency are open for business.

Commencement Date has the meaning given in clause 1.3. **Confidential Information** means any and all confidential information, (whether in oral, written or electronic form) including technical or other information imparted in confidence or disclosed by one party to the other or otherwise obtained by one party relating to the other's business, finance or technology, Know-how, Intellectual Property Rights, assets, strategy, products and customers, including without limitation information relating to management, financial, marketing, technical and other arrangements or operations of any person, firm or organization associated with that party.

Contract means the contract between flydubai and the Supplier for the supply of Goods and/or Services comprising the Order and these terms and conditions. **Control** means a person or entity that owns directly or indirectly more than 50% of the shares or securities of the other person or entity, representing the right to vote on all or substantially all matters including the election of directors (and Controls and Controlled shall be interpreted accordingly) **Deliverables** means all documents, products and materials developed by the Supplier or its agents, contractors, and employees as part of or in relation to the Goods and /or Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications, and reports (including drafts).

Delivery Date means the date specified in the Order or, if no such date is specified, then within fourteen (14) days of the date of the Order.

Delivery Location means the location(s) for the supply of Goods set out in the Order, or as otherwise specified by flydubai.

flydubai means Dubai Aviation Corporation (trading as flydubai) a Dubai corporation established by law No. (11) of 2008, having its principal place of business at flydubai Campus, E611, Al Warsan 3, P.O Box 353, Dubai, U.A.E

flydubai Marks means the trademarks, service marks, trade names, slogans, designs, logos, and other trade-identifying symbols of the flydubai. **flydubai Materials** means any materials, designs, samples, equipment and tools, drawings, specifications, and all other data whatsoever supplied by flydubai to the Supplier.

flydubai Policies means flydubai's business policies and codes as may be updated by flydubai and notified to the Supplier from time to time.

Goods means the goods (or any part of them) set out in the Order (including the Goods Specification).

Goods Specification means any specification for the Goods, including any related plans and drawings, which is agreed in writing by flydubai and the Supplier.

Intellectual Property Rights means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in Confidential Information (including Know-how and trade secrets) and any other intellectual property rights, in each case whether registered or not, and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world, whether vested, contingent or future.

Know-how means inventions discoveries, improvements, processes, formulae, techniques, specifications, technical information, methods, tests, reports, component lists, manuals, instructions, drawings, and information relating to customers and suppliers (whether written or in any other form and whether confidential or not).

Licence Terms means, where applicable, separate license terms between flydubai and the Supplier relating to the use by the Supplier of the flydubai Marks in connection with the performance of the Services and/or the supply of Goods.

Open-Source Software means any open-source software, public source software, shareware or freeware, or any modification or derivative thereof, including any version of any computer software licensed pursuant to any open source or any public license.

Order means the purchase order alongside which these terms and conditions are included.

Services means the services, including any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification.

Service Specification means the description or specification for Services agreed in writing by flydubai and the Supplier.

Supplier means the person or firm from whom flydubai purchases the Goods and/or Services.

Supplier IP means any Intellectual Property Rights

- (a) owned by the Supplier which pre-date or are created independently of the Contract and are used in the Deliverables or in the delivery of the Services and which are not created specifically for flydubai, and which are intended for the general use in respect of the Supplier's business; or
- (b) specified as 'Supplier IP' in the Order

and any changes, modifications or enhancements made thereto during the Contract period.

Supplier Personnel means all employees, agents, suppliers, contractors, and other representatives of the Supplier (or its subcontractors) who are involved, or proposed to be involved, in the provision of Services or supply of Goods.

Third Party IP means any Intellectual Property Rights that subsist in any materials that are included in the Deliverables or that have been created as part of the Services and are owned by a third party and which has been specified as 'Third Party IP' in the Order.

Interpretation:

- a. A person includes a natural person, corporate or unincorporated body (whether having separate legal personality).
- b. A reference to a party includes its personal representatives, successors and permitted assigns.
- c. A reference to Applicable Laws is a reference to it as amended or re-enacted. A reference to Applicable Laws includes all subordinate legislation.
- d. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase, or term preceding those terms.
- e. A reference to writing or written includes email.

1. BASIS OF CONTRACT

- 1.1 The Order constitutes an offer by flydubai to purchase Goods and/or Services from the Supplier in accordance with the terms of the Contract.
- 1.2 These conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice, or course of dealing.
- 1.3 The Order shall be deemed to be accepted on the earlier of (i) the Supplier issuing written acceptance of the Order; and (ii) the Supplier doing any act consistent with fulfilling the Order, at which point, and on which date the Contract shall come into existence ("**Commencement Date**").
- 1.4 The Contract is not exclusive and flydubai shall not be restricted from purchasing services similar to the Services or goods similar to the Goods from third parties.
- 1.5 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with, or contained in any documents of the Supplier that is inconsistent with these conditions
- 1.6 In the event of any conflict between documents prepared for the purpose of flydubai ordering Goods and/or Services, the following order of precedence shall apply (i) a fully executed agreement; (ii) the Order; and (iii) these terms and conditions.

2. SUPPLY OF GOODS AND/OR SERVICES

- 2.1 The Supplier shall ensure that any Goods supplied hereunder shall:
 - (a) correspond with their description and any applicable Goods Specification
 - (b) be of satisfactory quality (within the meaning of relevant legislation) and fit for any purpose held out by the Supplier or made known to the Supplier by flydubai, expressly or by implication, and in this respect flydubai relies on the Supplier's skill and judgement
 - (c) where they are manufactured products, be free from defects in design, materials and workmanship and remain so for twelve (12) months after delivery
 - (d) comply with all applicable statutory and regulatory requirements relating to the

- (e) manufacture, labelling, packaging, storage, handling, and delivery of the Goods be available for inspection and testing by flydubai at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract. If following such inspection or testing flydubai considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings within this clause 2.1, flydubai shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance. flydubai may conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 2.2 The Supplier shall from the Commencement Date and for the duration of the Contract provide any Services to flydubai in accordance with the terms of the Contract.
- 2.3 The Supplier shall meet any performance dates for such Services as specified in the Order or that flydubai notifies to the Supplier, and time is of the essence in relation to any of those performance dates.
- 2.4 In providing any Services hereunder, the Supplier shall:
- (a) co-operate with flydubai in all matters relating to the Services, and comply with all instructions of flydubai
 - (b) perform the Services with a commercially reasonable degree of care, skill, and diligence in accordance with best practice in the Supplier's industry, profession, or trade
 - (c) 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
 - (d) ensure that the Services will conform with all descriptions, standards and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that flydubai expressly or impliedly makes known to the Supplier
 - (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services
 - (f) use goods, materials, standards, and techniques of a commercially reasonable quality which ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to flydubai, will be free from defects in workmanship, installation, and design
 - (g) comply with Applicable Laws and with the flydubai Policies
 - (h) observe all health and safety rules and regulations and any other security requirements that apply at any of the flydubai's premises
 - (i) hold all flydubai Materials in safe custody at its own risk, maintain the flydubai Materials in good condition until returned to flydubai, and not dispose or use the flydubai Materials other than in accordance with flydubai's written instructions or authorization
 - (j) not do or omit to do anything which may cause flydubai to lose any license, authority, consent, or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that flydubai may rely or act on the Services; and
 - (k) comply with any additional obligations as set out in the Service Specification.
- 2.5 The Supplier shall ensure that at all times it has and maintains all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Contract.

3. DELIVERY OF GOODS

- 3.1 To the extent that Goods are ordered by flydubai hereunder, the Supplier shall ensure that:
- (a) Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition
 - (b) each delivery of Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - (c) if the Supplier desires that flydubai return any packaging material to the Supplier, that request is clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier upon flydubai's written acceptance of such request, and at the cost of the Supplier.
- 3.2 The Supplier shall deliver Goods:
- (a) on the Delivery Date
 - (b) to the Delivery Location; and
 - (c) during flydubai's normal hours of business on a Business Day, or otherwise as instructed by flydubai.
- 3.3 Delivery of Goods shall be completed on the completion of unloading of Goods at the Delivery Location.
- 3.4 If the Supplier:
- (a) delivers less than 95% of the quantity of Goods ordered, flydubai may reject the Goods; or
 - (b) delivers more than 105% of the quantity of Goods ordered, flydubai may at its sole discretion reject the Goods or the excess Goods, and any rejected Goods shall be returnable at the Supplier's risk and expense.
- 3.5 If the Supplier delivers more or less than the quantity of Goods ordered, and flydubai accepts the delivery, the Supplier shall make a pro rata adjustment to the invoice for the Goods.
- 3.6 The Supplier shall not deliver Goods in instalments without flydubai's prior written consent. Where it is agreed that Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle flydubai to the remedies set out in clause 4.
- 3.7 Title and risk in Goods supplied hereunder shall pass to flydubai on completion of delivery. Unless otherwise specified in the Order, Supplier shall bear the risk of loss of, or damage to, the Goods or Services covered by the Order until delivered to the Delivery Location or to such other place as may be designated on the Order, regardless of the point of inspection. Supplier shall also bear the risk of loss of, or damage to, rejected Goods after receipt of flydubai's notice of rejection; provided, however, that while the Goods remain on flydubai's premises, flydubai shall bear such risk as to loss or damage caused by the willful misconduct or gross negligence of its officers, agents or employees acting within the scope of their employment.

4. flydubai REMEDIES

- 4.1 In the event of the following:
- (a) if Goods are not delivered to the Delivery Location on the Delivery Date

- (b) if Goods do not comply with the undertakings set out in clause 2
- (c) if the Supplier fails to perform the Services by any applicable dates; or
- (d) if the Supplier otherwise fails to meet any other performance dates for the Services

then flydubai shall, without limiting or affecting any other rights or remedies available to it, irrespective of whether or not flydubai has accepted any Goods or performance of the Services, have the right to exercise any one or more of the following rights and remedies:

- (i) to terminate the Contract with immediate effect by giving written notice to the Supplier
- (ii) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make and/or, if relevant, refuse to accept any subsequent delivery of Goods and/or reject Goods (in whole or in part) and return any Goods and/or Deliverables to the Supplier at Supplier's own risk and expense
- (iii) to recover from the Supplier any costs incurred by flydubai in obtaining substitute goods and/or services from a third party.
- (iv) to require the Supplier to repair or replace rejected Goods, or to provide a full refund of the price of rejected Goods and, if relevant, require the Supplier to provide repeat performance of the Services, and/or refund sums paid in advance for Services that the Supplier has not satisfactorily provided
- (v) to claim damages for any additional costs, loss or expenses incurred by flydubai which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.

4.2 Without prejudice to the foregoing flydubai may additionally:

- (a) insofar as Goods are concerned, claim, or deduct, at its option, one (1)% of the price of the Goods for each day's delay in delivery of the Goods until the earlier of delivery or termination or abandonment of the Contract by flydubai, up to a maximum of ten (10)% of the total price of the Goods; and/or
- (b) insofar as Services are concerned, claim, or deduct one (1)% of the price of the Services for each day's delay in performance of the Services by way of liquidated damages, up to a maximum of ten (10)% of the total price of the Services.

4.3 This Contract shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

4.4 flydubai's rights under the Contract are in addition to its rights and remedies implied by statute and common law.

5. flydubai OBLIGATIONS

In consideration of Supplier's full and complete performance of its obligations hereunder, flydubai shall:

- (a) provide Supplier with reasonable access at reasonable times to flydubai's premises for the purpose of providing the Services (if relevant), save that flydubai shall not insure nor be responsible for any loss or damage to property of any kind owned or leased by Supplier (including any subcontractor), its directors, shareholders, officers, employees, agents or servants, or any Supplier Personnel; and
- (b) provide such necessary information for the provision of the Goods and/or Services as Supplier may reasonably request.

6. CHARGES AND PAYMENT

- 6.1 To the extent that Goods are supplied hereunder, the price shall:
- (a) be as set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the Commencement Date; and
 - (b) be inclusive of the costs of packaging, insurance, and carriage.
- 6.2 To the extent that Services are supplied hereunder, the price shall:
- (a) be the full and exclusive remuneration of the Supplier in respect of the performance of the Services; and
 - (b) include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 6.3 The Supplier shall invoice flydubai on or at any time after completion of delivery of Goods (if relevant) or upon completion of the Services (if relevant). No extra charges shall be effective unless agreed in writing and signed by flydubai.
- 6.4 Each invoice shall include the date of the Order, quote the relevant purchase Order number, tax registration number of the Supplier and contain all such information (including Supplier's email address) with any supporting documents as reasonably required and be in a form acceptable to flydubai, as advised from time to time.
- 6.5 Each invoice shall be submitted in soft PDF copy (minimum 300DPI resolution) to accountspayable@flydubai.com (and hard copy if requested by flydubai).
- 6.6 In consideration of Supplier's full and complete performance of its obligations hereunder, flydubai shall pay each undisputed invoice which is properly submitted within thirty (30) days of the date of receipt to a bank account nominated in writing by the Supplier. For the purposes of this clause, an invoice will only be considered 'properly submitted' if it complies with the requirements of clause 6.4. Any invoice that fails to comply with clause 6.4 will not be processed and flydubai shall have no liability to the Supplier in respect of any such invoice or charges (as applicable). Payment queries must be addressed to payments@flydubai.com with the corresponding invoice details.
- 6.7 All amounts payable by flydubai under the Contract are inclusive of amounts in respect of valued added tax chargeable from time to time (VAT).
- 6.8 The Supplier expressly waives its right to charge and/or otherwise receive interest and/or receive any other additional amounts from flydubai in respect of any payment not made when due pursuant to the terms of this Contract. No automatic price increases and/or price indexation will be acceptable to flydubai.
- 6.9 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow flydubai to inspect such records at all reasonable times on request.
- 6.10 flydubai may at any time, without notice to the Supplier, set off any liability of the Supplier to flydubai against any liability of flydubai to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether either liability arises under the Contract. Any exercise by flydubai of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.
- 6.11 flydubai reserves the right to deduct from the amounts due to Supplier under an invoice, applicable withholding tax, or statutory tax that flydubai may be legally required to discharge. In such circumstances, the Supplier acknowledges and agrees that such withholding is on the Supplier's account and that it shall only be entitled to the remaining balance of any due and undisputed invoice, without the right to gross-up. Certificates of withholding taxes shall be provided to Supplier as soon as reasonably practicable.

- 6.12 Notwithstanding the above, the Supplier shall remain responsible for the payment of all taxes imposed on it, resulting from the supply of Services and/or Deliverables under or in connection with this Contract, including interest and penalties thereon and additions thereto.
- 6.13 Payment of the prices shall be in such currency as reasonably required by flydubai given the nature of the Goods and/or Services being procured and taking into consideration the Supplier's location. Conversion of foreign currency will be made at the conversion rate specified by flydubai in its sole discretion, which shall be included on the invoice and/or Order.

7. INTELLECTUAL PROPERTY RIGHTS

- 7.1 The Supplier acknowledges that the flydubai Materials and all rights in the flydubai Materials are and shall remain the exclusive property of flydubai.
- 7.2 The Supplier hereby assigns to flydubai (and will procure that Supplier Personnel assign), by way of a present assignment of future rights where applicable and with full title guarantee and free from all third party rights, the Intellectual Property Rights in the Deliverables and all other Intellectual Property Rights created in the performance of the Services other than the Supplier IP and Third Party IP, to the intent that such rights shall belong absolutely to flydubai.
- 7.3 Subject to the parameters set out in clause 7.4, nothing in this Contract provides the Supplier with any right to use the flydubai Marks, the use of which shall always require the Supplier to enter into separate Licence Terms.
- 7.4 The Supplier may only use the flydubai Marks or other flydubai Materials as strictly necessary to provide the Services to flydubai in accordance with the Contract.
- 7.5 The Supplier represents, warrants and undertakes to flydubai that any Goods and/or Services and/or Deliverables do not and shall not if used, marketed, or distributed by flydubai, constitute an infringement or misappropriation of any Intellectual Property Rights of any third party and the Supplier shall perform its responsibilities under this Contract in a manner that does not constitute an infringement or misappropriation of any Intellectual Property Rights of any third party.

8. INDEMNITY

- 8.1 The Supplier shall indemnify, defend, and hold harmless flydubai from all liabilities, costs, expenses, damages, and losses (including but not limited to any direct, indirect, or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by flydubai arising out of or in connection with:
- (a) any claim made against flydubai for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services (including any Deliverables)
 - (b) any claim made against flydubai by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables.
 - (c) any claim made against flydubai by a third party arising out of or in connection with the supply of the Goods or the Services; and
 - (d) any claim made against flydubai by a third party in relation to Supplier's breach of

Applicable Laws.

- 8.2 This clause 8 shall survive termination or expiry (as applicable) of the Contract.
- 8.3 In no event shall the aggregate liability of flydubai arising out of or connection to this Contract, whether in contract, tort (including negligence), statutory duty or under any other theory of liability, exceed an amount equal to the total Order price(s) actually paid by flydubai to Supplier under this Contract in the preceding 12 months.

9. DATA PROTECTION

The parties shall, to the extent relevant to the Goods and/or Services supplied hereunder, comply with flydubai's data protection requirements and Applicable Laws. Supplier agrees to, at its own expense, execute and deliver to flydubai such documents as may reasonably be required for the purpose of giving full effect to this clause.

10. INSURANCE

During the term of the Contract and for a period of ninety (90) days thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on flydubai's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance. The provisions of this clause 10 shall survive termination or expiry (as applicable) of the Contract.

11. CONFIDENTIALITY

- 11.1 Each party undertakes that it shall not at any time during the Contract and for a period of five (5) years after expiry or termination of the Contract, disclose to any person any Confidential Information except as permitted by clause 11.2.
- 11.2 Each party may disclose the other party's Confidential Information:
- (a) to its employees, officers, representatives, subcontractors, or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors, or advisers to whom it discloses the other party's Confidential Information must comply with this clause 11; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 11.3 Neither party shall use the other party's Confidential Information for any purpose other than to perform its obligations under the Contract.

12. TERMINATION

- 12.1 Subject to any earlier termination by flydubai, this Contract shall automatically terminate on the earlier of (i) the termination date specified in the Order; and (ii) the date on which Supplier has complied with all of its obligations hereunder.

12.2 flydubai may, at its sole option, terminate any Contract in whole or in part, for its

convenience, by written notice to Supplier. Upon such termination, Supplier shall immediately stop work and shall place no further order or incur no further cost chargeable to flydubai as to the terminated portions thereof except, however, as to necessary actions and costs to protect property in Supplier's possession in which flydubai shall or may acquire an interest. Unless otherwise specified in the Order, to the extent not previously paid, Supplier shall be entitled to the order price for Goods and/or Services completed and accepted by flydubai as at the date of termination.

- 12.3 Without affecting any other right or remedy available to it, flydubai may terminate any Contract (in whole or in part) with immediate effect by giving written notice to the Supplier if:
- (a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of thirty (30) days after being notified in writing to do so.
 - (b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
 - (c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
 - (d) there is a change of Control of the Supplier; or
 - (e) Supplier's financial position deteriorates to such an extent that in flydubai's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
 - (f) the Supplier commits a breach of clause 2.4(g)
- 12.4 The parties expressly agree that no court order, judgment, ruling, decision, award or any other judicial action or intervention shall be required in connection with the issuance of a termination notice (or subsequent termination) under this clause 12. The parties confirm that their consent and agreement to this clause 12 and this Contract constitutes mutual consent to the parties' respective rights of termination described in this Contract, and shall entitle termination without a court order, subject to each parties' compliance with the respective procedural requirements contained in the abovementioned provisions.

13. CONSEQUENCES OF TERMINATION

- 13.1 On termination of the Contract, the Supplier shall immediately deliver to flydubai all Deliverables whether then complete and return all flydubai Materials. If the Supplier fails to do so, then flydubai may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 13.2 Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 13.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

14. GENERAL

- 14.1 Assignment and other dealings.
- (a) flydubai may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract.
 - (b) The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of flydubai.
- 14.2 Notices.
- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or tracked courier delivery service at its registered office (if a company) or its principal place of business (in any other case); or sent by email to the address specified in the Order.
 - (b) A notice or other communication shall be deemed to have been received: if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; if sent by tracked courier delivery service, at 9.00 am on the second Business Day after posting; if sent by email, at the time of transmission.
 - (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.
- 14.3 If any provision or part-provision of the Contract is or becomes invalid, illegal, or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal, and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 14.4 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 14.5 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorize either party to make or enter into any commitments for or on behalf of the other party.
- 14.6 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to its subject matter.
- 14.7 Third party rights.
- (a) No third party shall have any rights to enforce any term of the Contract.
 - (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
- 14.8 Except as set out in these terms and conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorized representatives.
- 14.9 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and

- construed in accordance with, the laws of the Emirate of Dubai, United Arab Emirates.
- 14.10 Each party irrevocably agrees that any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims) (each, a "Claim") shall (i) in the event of any Claim by Supplier, be subject to the exclusive jurisdiction of the courts of the Emirate of Dubai, UAE (excluding the courts of DIFC); and (ii) in the event of any Claim by flydubai, be subject to the non-exclusive jurisdiction courts of the Emirate of Dubai, UAE.