

TERMS OF USE OF THE TAWREED PORTAL

By proceeding to complete the purchase of any Tender Documents beyond this point through this page, or through any subsequent page in the Tawreed platform, you are agreeing to be bound by the following terms and conditions (the **'Terms'**) and have made note of Orpic's Privacy Policy and Returns Policy

1. Definitions and Interpretation

1.1 Definitions: In this Agreement the following words and expressions shall have the following meanings:-

"Tawreed" means the electronic platform and Website maintained by Orpic for the publishing, purchase, participation, submission, evaluation, awarding of Contracts and invoice management to Tenderers.

"Tender Documents" means the intangible digital product delivered by Orpic in the form of Tender Documents through the Tawreed platform prepared by Orpic for the purpose of soliciting proposals or rates (as applicable).

"Tenderer" or **"You"** means you the commercial legal entity purchasing the Tender Documents from Tawreed, if in the event that the Tenderer is unidentifiable as a commercial legal entity, the natural person purchasing the Tender Documents.

"Contracts" means the agreement or arrangement agreed between Orpic and a Tenderer for the purposes of procuring or selling products or services.

"Offer" or **"Bid"** means the submission of one or more proposal including rates towards the goods or services solicited under the Tender, which the Tenderer agrees to be bound by in accordance with the terms of the Tender.

"Orpic" or **"Us"** means any and/or all of: Oman Oil Refineries and Petroleum Industries Company SAOC, Orpic Refineries LLC, Orpic Aromatics LLC, Orpic Logistics LLC and Orpic Plastics LLC, as determined by Orpic, at any stage, at its sole discretion.

"Payment Details" means the payment details submitted by the Tenderer for the purchase of the Tender Documents.

"Privacy Policy" means the privacy policy issued by Orpic as made publicly available through the Tawreed Website.

"Returns Policy" means the returns policy issued by Orpic governing the return of Tender Fees as made publicly available through the Tawreed Website.

"Submission Requirements" means any particular requirements relating to the form of the Offer sought, or the duration for which Offers will be evaluated, and any dates expressly

provided relating thereto, as made available through publically accessible areas on the Tawreed platform, or as provided within the Tender Documents.

“Technical Support Facilities” means the technical support facilities availed by Orpic to assist Tenderers and receive notices and complaints concerning the unavailability of the Tawreed platform for use, such facilities outlined the following in URL: <http://tawreed.orpic.om/>

Tawreed Helpdesk

- For Companies dialing from Oman: 800 71117
- For Companies dialing outside of Oman: +971 800 8363377
- Email: tawreed@orpic.om
- **Helpdesk Opening Hours:**
8:00 AM - 5:00 PM (GMT+4)
(Sunday - Thursday)

“Tender Fee” shall mean the fee determined by Orpic as consideration for, as applicable, the preparation of Tender Documents, the allowance to submit an Offer to Orpic, or the assessment of an Offer.

“Tender” means the process set in place by Orpic for the solicitation of offers from Tenderers for the purpose of concluding one or more Contracts with Orpic.

“Terms and Conditions” shall mean these terms and conditions, and any other Terms and Conditions appearing in the Tender Documents.

“Website” means the collection of material made publicly available or privately accessible through one or more steps from the following URL: <http://tawreed.orpic.om/>

1.2 Interpretation:

- a) Words denoting the singular shall include the plural and vice versa and words denoting any gender shall include all genders.
- b) The headings of the paragraphs of this Agreement are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this Agreement.

Conditions of Sale

2. The Contract

2.1 By proceeding past this page, through clicking any buttons intended for the purpose of progressing through the Tender Document purchase process, and/or submitting any payment details towards Tender Fees, the Tenderer is acknowledging that it is desirous of purchasing the Tender Documents and accepting these Terms and Conditions. The contract

for the purchase of any Tender Documents will be between the Tenderer and Orpic, and shall only be considered formed when:

- (i) the Tawreed platform dispatches or makes available for download the Tender Documents; and
- (ii) and we have received payment in full for the Tender Documents.

2.2 Until the Tender Documents are made available for download by Orpic, and payment towards the Tender Fees is received in full there is no contract between the Tenderer and Orpic for the Tender Documents. Orpic reserves the right, at its sole discretion to reject any order it receives. By placing an order with Tawreed you agree that you:-

- (i) are legally capable of entering into binding contracts, and representing a commercial legal entity genuinely desirous of partaking in a Tender process with Orpic;
- (ii) are at least 18 years old;
- (iii) have read, understood, acknowledged and accepted the contents of these Terms and Conditions; and
- (iv) are authorized to use the Payment Details for the purpose of purchasing Tender Documents.

3. The Sale

3.1 In consideration of Orpic's receipt of the Tender Fee, Orpic shall deliver to the Tenderer the Tender Document. Delivery shall be considered completed if:

- (i) Orpic dispatches through email the Tender documents to the Tenderer using the email address designated and submitted by the Tenderer to Tawreed platform; or
- (ii) Orpic makes the Tender Documents available for download by the Tenderer directly through the Tawreed platform

3.2 Orpic makes no warranty for the full availability and accessibility of the Tawreed platform through internet communications and Tenderer acknowledges that Orpic may, at its sole discretion, engage in scheduled or unscheduled maintenance of the Tawreed platform, or be subject to an event or circumstances beyond its control preventing it from making the Tawreed platform available for any Tender related activities.

3.3 Subject to Clause 3.2 above, Orpic ensures that it has taken good measures, and has taken such steps as reasonably expected against unscheduled unavailability of the Tawreed platform, and to notify users of the Tawreed platform of any scheduled maintenance that may limit or prevent full access to the Tawreed platform.

3.4 In the event that a Tenderer is prevented from accessing and submitting Offers due to the unavailability for use of the Tawreed platform, and having reported this unavailability

through the Technical Support Facilities, Orpic may, at its sole discretion, decide whether to consider an Offer submitted by a Tenderer.

4. Cancellation and Refunds

- 4.1 Orpic may at its sole discretion cancel or terminate any Tender for any purpose. Tenderer acknowledges that subsequent to the issue of any Tender Document or payment of any Tender Fees, Orpic is entitled, at its sole discretion to postpone, terminate, and amend the Tender or the Submission Requirements. In the event that Orpic exercises its rights under this Clause 4, Orpic shall notify all Tenderers of any such development.
- 4.2 Subject to Clause 4.3 below, all sales of Tender Documents are final and Tenderer acknowledges and accepts the waiver of any consumer protection laws or other laws entitling them to a refund.
- 4.3 Refunds for any Tender Documents provided by Orpic will only be considered for a refund to Tenderers who have submitted offers should any of the following conditions apply:
- a) the Tender Documents were incorrectly described on the Tawreed platform;
 - b) any media or files carrying Tender Documents are proven to be defective, provided that the Tenderer has sought assistance through Technical Support Facilities, and the Tenderer has made effort to accept a physical copy of the Tender Documents; or
 - c) if Orpic determines, at its sole discretion, to terminate a Tender prior to any deadline set for the submission of Offers.

5. Price and Payment

The Tender Fees will be as quoted on the Tawreed platform for the relevant Tender, except in the case of obvious error. This price will include all taxes applicable in the Sultanate of Oman. The Tenderer agrees that any taxes applicable outside the Sultanate of Oman or any bank interest, fees, or other similar charges relating to the use of the Payment Details will be for the Tenderer's account. Orpic will not accept or enter into any negotiations for Tender Documents other than at the then current price. Payment for all Tender Documents is processed securely by various third party payment gateway services and will be handled in the currency advertised on the Tawreed platform. Tenderer acknowledges that such third party payment gateway services provider may impose its own terms and conditions.

6. Terms of Use and Warranties

- 6.1 By proceeding beyond these Terms and Conditions, Tenderer hereby acknowledges and accepts, and warrants to have understood the following:
- a) The Tender Documents are for the sole use of the Tenderer representing a genuine interest in partaking in a Tender process with Orpic.

- b) Orpic engages a number of third party suppliers which cumulatively partake in the provision and availability of the Tawreed platform, Orpic's Tender process, procurement process, evaluation and assessment of Offers, and the negotiation and formation of Contracts.
- c) The Tenderer will not disclose, copy, redistribute, transmit, assign, sell, broadcast, rent, share, lend, modify, adapt, edit, sub-license or transfer the Tender Documents to any third party and will limit any such use on a need-to-know basis.
- d) Nothing in these conditions of sale grants the Tenderer any rights other than those expressly set out herein, and expressly exclude any warranty as to any outcome of any Tender process, the passing of any stage related thereto or the award of a Contract.
- e) Any costs, charges, or ancillary expenses incurred by the Tenderer in the evaluation, preparation or submission of any Offer, including, but not limited to, any costs relating to any mandatory or voluntary site visits, written clarifications, or clarification meetings, or compliance with any mandatory requirements whether included in the Tender Documents or advised subsequently to the Tenderer, including but not limited to any mandatory requirements for:
 - i. registration into third party vendor databases;
 - ii. any certification requested by Orpic of any kind from the Tenderer or submitted by the Tenderer from a third party;
 - iii. evidence for qualifications, associations, accreditations, memberships, legalizations and apostillations or any other similar requirements,shall be for the Tenderer's account.
- f) Any breaches of these terms will be pursued to the full extent of the law. For this purpose, Orpic may make use of any details submitted into the Tawreed portal, the Offer (as applicable), through a third party payment gateway service provider or any data collected by Orpic or any other party pursuant to the Tender or these Terms and Conditions.
- g) Tender Documents may contain provisions requiring the entry into additional licensing terms, confidentiality agreements with third parties or other terms of use (as shall be provided in the Tender Documents); the Tenderer hereby acknowledges the existence thereof and agrees that the submission of an Offer shall be considered by Orpic, or any relevant third party, as Tenderer's acknowledgment and acceptance of such additional terms.
- h) Orpic may request the submission of original and certified documents as part of Tender, as may be outlined in the Tender Documents, or requested at a subsequent stage.
- i) Except as may be otherwise provided for in these Terms and Conditions, Orpic makes no warranty as to suitability or fitness of a Tender Documents for any particular purpose. The Tenderer is encouraged to use means available to the Tenderer through the Tarweed portal to seek any clarifications with regards to the Tender, the Tender

Documents or Offers, giving Orpic reasonable and ample opportunity to formulate a response to such clarifications.

7. Technical Requirements

In order for the Tenderer to view or access floated Tenders, and/or other portions of the Tawreed portal, the Tenderer is required to have:-

- a) an internet connection;
- b) a computer or mobile device capable of accessing the following URL:
<http://tawreed.orpic.om/> ; and
- c) a fully registered account¹ with Tawreed with all mandatory profile data provided.

¹ Tenderers can access a Supplier Registration Guide via the Tawreed homepage or at the following URL: https://tawreed.orpic.om/esop/oma-host/public/orpic/attach/supplier_registration_user_manual.pdf

8. Privacy and Data Retention and Collection

8.1 In the process of purchasing Tender Documents from the Tawreed portal, any data submitted by the Tenderer will be subject to Tawreed's Privacy Policy as set out and accessible in the Portal User Agreement, which is viewable to all prospective tenderers upon creation of an account in Tawreed.

8.2 Any data submitted through the Tawreed portal or submitted along with an Offer may be used and shared with a third party vendor list provider mandated by Omani law or requested by a competent authority in Oman. Subject to the foregoing, any rates, lump sums, propositions, specifications or descriptions of goods or services specifically sought under the Tender will not be shared except with Orpic's staff or Orpic's third party advisers engaged for managing or assisting Orpic's tendering process, procurement process, or evaluation of Offers or Contract negotiation or formation.

8.3 Orpic shall fully comply with any prevailing laws relating to the retention of data and documents applicable in the Sultanate of Oman.

8.4 Tenderer acknowledges and accepts that use of the Tawreed portal and Website may entail the installation or modification of technologies set up to automatically record, collect and retain data of legitimate interest to Orpic.

Force Majeure

Orpic shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control which was not reasonably foreseen despite precautions taken, , and Orpic shall be entitled to a reasonable extension of its obligations after notifying the Tenderer of the nature and extent of such event or events.

9. Severance

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Agreement had been agreed with the invalid illegal or unenforceable provision eliminated. Orpic and Tenderer shall negotiate in good faith an amendment reflecting the legitimate intention of Orpic and the Tenderer as may be evidenced by the spirit of these Terms and Conditions.

10. Entire Agreement

This Agreement contains the entire Agreement between the parties relating to the subject matter and supersedes any previous agreements, arrangements, undertakings or proposals, oral or written. This Agreement may be updated without notice. Orpic, at its sole discretion, may include other terms and conditions as part of the Tender Documents, and shall be entitled to modify these Terms and Conditions without prior notice. Any subsequent amendment to these Terms and Conditions shall not prejudice a Tenderer who has submitted an Offer prior to the amendment of these Terms and Conditions.

11. Governing Law and Jurisdiction

These terms shall be governed by and construed in accordance with the law of Sultanate of Oman and the parties hereby submit to the exclusive jurisdiction of the Omani courts.

12. Security

We are committed to ensuring that the Tenderer information is secure. In order to prevent unauthorised access or disclosure we have put in place suitable physical, electronic and managerial procedures to safeguard and secure the information we collect or deliver through the Tawreed platform or Orpic's tender process. However, Orpic shall not be responsible for any breach of its obligations, warranties, or representations under these Terms and Conditions for the actions, or results of any actions, by any third party acting in

breach of the prevailing laws relating to network communications, or IT infrastructure or services, or in willful or malicious misconduct targeting Orpic's ability to make available the Tawreed portal or Website.