SUPPLY OF SERVICES AGREEMENT

BETWEEN

ORBIS FOODS L.L.C. (FIRST PARTY)

P.O. Box 476001, Dubai, UAE

Telephone: + 971 56 748 1100

Email: foods@orbisfoods.com

AND

 THE SECRETARY OF STATE FOR ENERGY SECURITY & NET ZERO (SECOND PARTY)

1 Victoria Street, London

United Kingdom

SW1H 0ET

For the UK Pavilion at COP28, Dubai, UAE

Contract Terms and Conditions

This agreement is made this 22 day of November 2023 (“Agreement”) by and between:

1. ORBIS FOODS, with trade license number 590510 and registered address at Warehouse 4, Street 31, Al Quoz Industrial Area 4, Dubai (hereinafter referred to as “First Party”); and

1. The DEPARTMENT FOR ENERGY SECURITY & NET ZERO (SECOND PARTY) and registered address at 1 Victoria Street, London, United Kingdom, SW1H 0ET (hereinafter referred to as “Second Party”).
2. WHEREAS, the First Party wishes to provide the Goods and Services in Appendix A (“Goods and Services”) requested by the Second party in accordance with the terms and conditions of this Agreement; and
3. WHEREAS, each Party is legally authorized and capable of entering into this Agreement.

NOW THEREFORE, in consideration of the above recitals and the mutual covenants and benefits contained herein, the Parties hereby agree as follows:

1. DURATION
	1. The term of this Agreement shall be the period of COP28 held in Dubai, UAE, covering the shipping of coffee from the UK to Dubai prior to the event and services at the venue from the 28th to the 13th December 2023 and from date mentioned above.

		1. Orbis Foods is the exclusive provider of coffee unless (i) it cannot perform is obligations under the agreement, (ii) goods are not available to it, and (iii) goods are not delivered by Orbis Foods within 72 hours after the timeframes in Annex A.
2. GENERAL SUPPLY CONDITIONS
	* 1. General rules
			1. These general supply conditions, unless exceptions are expressly made in writing by the parties and accepted in writing as well, govern the supply of Goods and Services detailed in Annex A.
			2. Any oral agreements, statements or commitments made by agents, employees and executives of The First Party occurring before, at the same time or after signing these conditions shall not be binding for The First Party, unless confirmed by The First Party in writing.
			3. Orders, in any form sent by the customer, shall not be binding in any way for The First Party, without its express acceptance. In the event of a contrast between the customer’s purchase order and these supply conditions, these conditions shall have precedence, unless otherwise desired by The First Party and expressed in writing. Likewise, in the event of a discrepancy between the order and The First Party’s confirmation, the confirmation shall have precedence.
			4. Unless otherwise indicated in the offer, the prices indicated by The First Party shall be considered ex-works net of taxes, shipping costs, customs and other charges, including fiscal.
3. Delivery date: to be defined
	* 1. The delivery dates for products, if established, refer to the date the sold goods are picked up by the shipper and shall start from the customer’s performance of the charges and obligations it is liable for, for example submission of documents and/or designs and/or technical specifications or payment of any advances agreed upon between the parties. The delivery dates shall be considered solely as a guideline and not essential and any delays – as long as not over 7 days compared to the established date – shall not result in any liability for The First Party and/or any request for compensation for damages advanced by the customer to The First Party. Any delays in delivery attributable to the customer shall not result in any variation in the payment due dates for the consideration due to The First Party, which shall remain as contractually established.
		2. Force majeure (natural disasters (fire, storms, floods), governmental or societal actions (war, invasion, civil unrest, labor strikes), and infrastructure failures (transportation, energy)), accidents and all exceptional events which may prejudice the regular dispatch of the order, for example delays in delivery by The First Party’s suppliers, trade union disputes, lack of material and energy, provisions from government Authorities as well as restrictions on imports and exports, shall give The First Party the right to extend the delivery date as necessary or, if dispatch of the order is compromised or made impossible, to completely or partly withdraw from the contract, without giving the customer the right to any claims for damages. The First Party shall also have the right not to dispatch the order – even if confirmed – and/or suspend its execution, if the customer is subject to bankruptcy proceedings and/or failed to pay the amounts established as an advance and/or balance of the price within the established due date, including in relation to other and different contracts with The First Party.
		3. If no technical specification is supplied by the customer and accepted by The First Party, if such specification is necessary for dispatching the order, the specifications adopted shall be those indicated by The First Party and cannot be disputed by the customer and/or used as a reason for suspension and/or failure to make payments for the sums due to The First Party.
		4. The specifications that are shown in all the commercial documents, (catalogues, etc.), are for use as a guideline and are not binding on The First Party, which may up to its discretion change them without necessarily having to give prior warning. The design, technical, dimensional and protective quality of the goods supplied, is within The First Party’s quality standards. The buyer has the obligation to become familiar with such standards before ordering the supply.
4. Disputes and complaints for non provision of services
	* 1. Any disputes for recognisable and clear defects related to the Goods and Servics shall be communicated to The First Party in writing within eight days from their discovery. The above deadline is considered mandatory and the customer shall forfeit its right to the warranty for failure to comply with such deadline.
		2. Any disputes due to incomplete or incorrect deliveries shall be immediately submitted to The First Party in writing and shall appear on the shipping document or other documents at the time the goods are received. In any case they shall be reported to The First Party within eight days from delivery, or any right shall be forfeited.
5. Warranties and liabilities
	* 1. The First Party declares and guarantees that the services which is the subject matter of the supply have been built in complete compliance with current national and international laws. The First Party also guarantees that the supply meets its own quality standards. If the buyer is not up to date with payments, such circumstance shall result in termination of the effectiveness of any warranty.
6. Liability

1. The First Party’s liability for any damages sustained by the buyer due to flaws and/or defects in machinery supplied by The First Party is limited to damages which amount to an immediate and direct consequence of such flaws and/or defects. Any damages must be concluded in accordance with the federal laws of the United Arab Emirates.
2. Retention of title
	* 1. The title of the system and/or the goods which are the subject matter of this contract shall remain

* + 1. If the customer fails to pay, all or in part, for the supplies by the due dates, The First Party may repossess the delivered products, by making a simple request. Notwithstanding the above, the customer shall be liable for any damages and loss which occur after the delivery including due to accidents, force majeure or other events not attributable to the customer.
		2. In the event of late payment for what is due to The First Party, interest in arrears after 30 days from the due date shall start automatically and be owed by the customer from the day after the due date until payment of the balance. In such case, The First Party shall also have the right to suspend performance of the order.
1. Confidentiality
	* 1. The parties agree to keep all confidential information they learn of during the course of this contract confidential for its entire duration and up to 12 months after the event.
2. Governing law and jurisdiction
	* 1. The Contract shall be construed under the federal laws of the United Arab Emirates applicable in the Emirate of Dubai.
		2. Any dispute regarding, related to and/or connected with the validity, interpretation, performance and/or termination of this Contract finalised by The First Party shall be referred to the onshore civil courts of Dubai in the United Arab Emirates', unless otherwise established in writing.

Confirmation of Agreement as Per the Terms Outlined Above

Signed for and on Behalf of ORBIS FOODS LLC, (First Party) by:

Signature & Date : REDACTED\_22/11/2023\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name : REDACTED\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Designation : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Stamp : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed for the Secretary of State on behalf of the Department for Energy Security & Net Zero, (Second Party) by:

|  |
| --- |
|  |
|  |
|  |
|  |
| Name:      REDACTED - COP28 Project Delivery - Department for Energy Security and Net Zero |
| Date:  22/11/2023 |

ANNEX A – PROVISION OF SERVICES (As per Invoice)

REDACTED

