

- 2 AUG 2023

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pails Generators oil for its Core Sites generators, Data Center generators and service centers generators (Hereinafter referred to as the "Products");

At the outcome of the abovementioned Request for Proposal, Supplier has submitted the best offer and was selected by MIC2 to provide the Products as detailed in specifications and prices within the submitted Offer annexed hereto as Schedule (1), and under the terms of each issued Purchase Order under this Contract of Adherence by MIC2;

MIC2 and Supplier wish by the present Contract of Adherence to set out the terms and conditions upon which Supplier shall provide MIC2 by the Products;

NOW THEREFORE, in consideration of the above, it is hereby mutually agreed between the Parties as follows:

1. The Contract of Adherence

The Preamble above, any Schedule attached hereto and any purchase order issued here under shall form an integral part of this Contract of Adherence.

2. The Attachments

Schedule (1): Submitted Offer by the Supplier.

3. Scope of the Contract of Adherence

Supplier undertakes to provide MIC2 with the Products according to the terms and conditions of this Contract of Adherence:

- As per the specifications and prices detailed in the submitted Offer annexed hereto as Schedule (1); and/or
- As in the relevant Purchase Order(s) placed by MIC2 under this Contract of Adherence including the specified timelines.

4. Order of the Products

4.1 MIC2 shall issue one or several written purchase order(s) to order the Products from the Supplier (Hereinafter referred to as the "**Purchase Order(s)**").

4.2 The Purchase Order(s) shall be forwarded to Supplier by any means at MIC2's sole discretion.

4.3 The Purchase Order(s) issued by MIC2 shall only be legally or financially effective in favor of Supplier in light of Supplier's good intentions and full



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commitment to its contractual obligations and the proper fulfillment of such obligations.

5. Delivery of the Products

5.1 Supplier undertakes to deliver any Products ordered by MIC2 under this Contract of Adherence to the locations to MIC2 warehouse located in Mansourieh area.

The word "delivery" shall mean the physical transfer of the Products to MIC2.

5.2 Supplier undertakes and warrants that the Products delivered under this Contract of Adherence are:

- Conforming to all MIC2's required specifications and under the timelines specified in Schedule (1) hereto and/or in the relevant Purchase Order(s) issued by MIC2 under this Contract of Adherence.
- Free of defects in design and functionality as well as free of defects in materials, whether such defects are apparent or hidden.

5.3 The Products shall be delivered in the prices, quantities and specifications determined by MIC2 in the related Purchase Order(s) it issues and forwards to the Supplier.

5.4 A penalty of one percent (1%) of the total amount of the relevant Purchase Order(s) will be applied to the benefit of MIC2 for each five (5) calendar days of delay in the delivery of the Products and shall have a **maximum cap of 10 % of the total amount of each of the relevant Purchase Orders**. This penalty shall be lawfully and automatically applied by MIC2 in the event of delay, and shall be deducted by MIC2 from the amount due to the Supplier.

5.5 The risk of loss and damage to the Products shall transfer to MIC2 only upon the delivery as defined in Clause (5.1) herein above to the ordered Products to MIC2.

5.6 Purchase Order(s) Changes

5.6.1 MIC2 may at any time by written notice to the Supplier require a variation ("**Change**") to a Purchase Order(s), provided written notice of the Change is delivered to MIC2 within four weeks prior to the delivery of the Products that will be subject to the Change.



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5.6.2 Within five (5) days after receiving such written notice from MIC2, the Supplier shall advise MIC2 of its effect on the system and send a written notice ("**Response to Change**") to MIC2 specifying the effect that such a change may have upon the Purchase Order(s) including price and delivery of Products, impact (if any) on the specified timelines and the impact (if any) on the system functionality and specifications.

5.6.3 Within three (3) days of receipt of the Response to Change, MIC2 shall by written notice to the Supplier inform the Supplier as to whether MIC2 wishes the Change and Response to Change to be incorporated in the Purchase Order(s) and if MIC2 so advises, then a formal Change Order setting out in detail the nature of the change shall be given to the Supplier.

5.6.4 The Supplier agrees:

- That any change in the Purchase Order(s) Price or change of the specified timelines based on Supplier's advice must be reasonable and shall be justified by the Supplier to the satisfaction of MIC2; and
- Not to cause a delay in Delivery longer than the maximum number of working days needed to implement the Change.

6. Warranty and Indemnity

6.1 Products to be provided under this Contract of Adherence shall be accompanied by a warranty covering any apparent or hidden defect or fault.

6.2 A Products shall be deemed to be defective or non-conforming if it is not in conformance with the specifications as detailed in attached Schedule (1) and/or the relevant Purchase Order(s).

6.3 Where MIC2, upon its sole discretion determines that a given Products is defective, Supplier undertakes to retrieve such defective Products upon MIC2's first request and to replace it on its (Supplier's) full cost and responsibility and deliver it to MIC2 at the earliest possible.

6.4 Supplier warrants at its own cost and liability having all the Products supplied under this Contract of Adherence being as detailed in the attached Schedule (1) and/or in the relevant Purchase Order(s).

6.5 Supplier shall fully indemnify MIC2, together with its officers, agents and employees and any other third party against any claims with respect to



damages to property, loss and personal injury, including death, howsoever caused to any personnel, or which may be imposed on or incurred by MIC2 arising directly out of the negligent acts or omissions of Supplier, its agents, subcontractors, or employees during the performance of any work hereunder or arising out of the Products malfunctioning save to the extent caused by the direct negligence of MIC2 or its employees or agents.

6.6 Supplier, its assigned personnel, and any of its employees involved directly or indirectly in the delivery of the Products shall be individually and jointly responsible for the terms and conditions of this Contract of Adherence.

6.7 Supplier is solely and fully responsible for its assigned personnel, their remuneration, allowances, compensations, work emergencies, and any other rights and obligations that might arise during or on the occasion of their relationship with MIC2. Supplier must carry an insurance policy covering all his staff working on site during and in the occasion of the Products supply process as well as damages caused by Supplier's representatives working on site.

6.8 Supplier shall, at its sole expense, defend any suit based upon a claim or cause of action and satisfy any judgment that may be rendered against MIC2 resulting from the works done under this Contract of Adherence.

7. Prices, Invoicing, and Payment

7.1 Prices

7.1.1 The prices for the Products are determined in Schedule (1)-(Option 2) for the amount of /42000/ USD (Forty Two Thousand United states Dollars), attached hereto and shall not be amended by the Supplier for any reason whatsoever for the whole duration of this Contract of Adherence unless by reduction where possible.

7.1.2 The said prices constitute all the financial entitlements of Supplier from MIC2 under this Contract of Adherence, and it includes all expenses that may be incurred by Supplier in relation to this Contract of Adherence.

7.2 Invoicing and Payment

One Hundred per cent (100%) shall be paid within sixty (60) days after technical acceptance and signature of related invoice by MIC2 in LBP currency at market rate on the date of payment



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8. Tax, duties and levies

Each party shall be liable for the taxes and levies due on it as per the Lebanese laws, rules and regulations (including the stamp duty amount).

9. Term and termination

9.1. This Contract of Adherence shall be effective as of the date of its signature herein below (**the “Effective Date”**) and shall remain valid for three (3) months thereafter.

9.2. MIC2 shall have the right to terminate this Contract of Adherence and/or any Purchase Order issued under it at any time and without having to state the reason(s) for such termination, and without any liability on MIC2, provided that the decision to terminate this Contract of Adherence and/or any Purchase Order issued under it is notified to Supplier thirty (30) days prior to the effective date of termination.

9.3. This Contract of Adherence may be terminated by MIC2 upon a thirty (30) days' written notice with the right to claim compensation if Supplier materially breaches this Contract of Adherence, and fails to cure such breach within fourteen (14) business days after receipt of a written demand for cure from MIC2. The amount of the said compensation shall equal to thirty (30%) of the total amount of the related Purchase Order to which the breaching acts of Supplier has affected MIC2's interests.

9.4. If at the time of expiry or early termination of this Contract of Adherence the Products ordered by MIC2 as per a given Purchase Order have not been delivered yet, then this Contract of Adherence shall be deemed extended until the full delivery of such Products, and MIC2 shall nonetheless retain its right to request Supplier to pay compensation for such delayed delivery if the delay is due to Supplier's default.



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10. Relationship of the Parties

10.1 The relationship of the Parties established by this Contract of Adherence shall be solely that of independent contractors. Nothing contained in this Contract of Adherence shall be construed to make one Party the agent for the other or partner of the other for any purpose. Neither Party shall by virtue of this Contract of Adherence have the right or authority to act for, or to bind the other in any way, or to sign the name of the other, or to represent that the other is in any way responsible for its acts and omissions.

10.2 This Contract of Adherence shall not produce any legal or material obligations upon MIC2 towards third parties beyond the scope of MIC2's relationship with Supplier. Any Party who has not signed this Contract of Adherence is not a party thereto.

11. Non- Exclusivity

This Contract of Adherence is not exclusive to Supplier. MIC2 retains the right to enter into similar Agreements/Contracts with other parties that encompass the same and/or different scope of work of this Contract of Adherence, and Supplier has acknowledged this right without objection or reservation.

12. Confidentiality

12.1 Supplier shall keep in strict confidence and shall use all reasonable endeavors to bind all of its executives, employees, agents and personnel to keep in strict confidence all the information received, or which it obtains or to which it has access directly or indirectly from MIC2 in connection with this Contract of Adherence and shall not in any time disclose such information to any third party or make use of any such information for any purpose other than as required to execute the object of this Contract of Adherence.

Supplier is aware that MIC2 is entitled to disclose any information and/or document relating to this Contract of Adherence to the Republic of Lebanon represented by the Ministry of Telecommunications without obtaining Supplier's prior approval.

12.2 The confidentiality provisions contained in this Article shall survive the termination or expiration of this Contract of Adherence.



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13. Assignment

Supplier shall not assign this Contract of Adherence, totally or partially, or any right or obligation hereunder without the prior written consent of MIC2.

However, MIC2 shall have the right to assign, transfer or purport all of its rights and obligations under this Contract of Adherence to the Republic of Lebanon or any of its designees, without having to refer to Supplier or to obtain its consent prior to such assignment. The Assignee of this Contract of Adherence shall also have the right of assignment provided for under this Article.

14. Applicable Law and Dispute Resolution

14.1 Both Parties agree that the Lebanese Laws and regulations shall apply to any litigation arising out of the application or interpretation of this Contract of Adherence.

14.2 Disputes arising in connection with this Contract of Adherence shall be finally settled by the competent courts of Law in Beirut.

15. Force Majeure

15.1 Neither Party is liable for delay or failure to perform any of its obligations under this Contract of Adherence in so far as the performance of such obligation is prevented by a force majeure event. Each Party shall notify the other Party of the occurrence of such a force majeure event and shall use all reasonable endeavors to continue to perform its obligations hereunder for the duration of such force majeure event.

In case force majeure event exceeded one (1) month period, whether continuously or intermittently, either Party has the right to immediately terminate this Contract of Adherence by means of written notice without bearing any liability whatsoever.

In such case, MIC2 shall pay to Supplier the part of all terminated Purchase Order(s) that have been delivered, supplied, and accepted by MIC2.

15.2 For the purposes of this Contract of Adherence, a force majeure event means any event, which is unpredictable, beyond the reasonable control of the Party liable to affect performance and external to this Party, always as defined by the Lebanese Laws and Regulations.



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16. Waiver

Waiver of any provision herein shall not be deemed a waiver of any other provision herein, nor shall waiver of a breach of any provision of this Contract of Adherence be construed as a continuing waiver of other breaches of the same or other provisions of this Contract of Adherence.

17. Notices

Both Parties have elected domicile at the addresses mentioned beside their respective names in the preamble. Any notification made in writing to these addresses shall be considered valid unless any Party has notified the other in writing of any change in said address.

IN WITNESS WHEREOF, the Parties have caused this Contract of Adherence to be executed in Beirut with effect as of 28 - July - 2023 by their respective authorized representatives in two originals copies each Party keeping one original.

**For and on behalf of
Mobile Interim Company No. 2
S.A.L.**

Salem Itani

Chairman General Manager

Signature:

Salem Itani

Charbel Cordahi

*P.P. Jawad
Nakod*

**For and on behalf of
New Line Trade S.A.R.L.**

Khaled Antoine El Kortbawi

Manager

Signature:

[Signature]
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[Signature]

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SCHEDULE (1)

Specifications and Prices

Option 1

Item	Description	Quantity/Liter	Unit price/Liter in USD	Total Price in USD
Oil for Generators	15/40 CI4	15,000	2,15	32 250

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Option 2

Item	Description	Quantity/Liter	Unit price/Liter in USD	Total Price in USD
Oil for Generators	15/40 CI4	20,000	2,1	42 000

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Signature
15-5-2023

Signature 15-5-23

Procurement
15.5.23
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