touch

Purchase Order No. 14734

OPEX

PR No : 9618		**Date** : 05-JUL-2024	

To : **Invigo Sarl**		**Tel** : 961 04 533 040	
TIN No : 791320		**Fax** : 961 04 533 070	

Subject : Welcome SMS and ADM Platforms Maintenance and Support Services renewal 2024-2025

Description	Quantity	Unit Price	Sub Total
SMS Welcome Software Silver Support 5 days a week, 8 hours a day from 28 April 2024 until 27 April 2025	4	1,005	4,020
ADM Software Golden Support 24/7 from 28 April 2024 until 27 April 2025	4	5,900	23,600
		Total (USD)	27,620

(Twenty-Seven Thousand Six Hundred Twenty US Dollar)

Payment & Invoicing: To be settled on a quarterly basis at the beginning of each quarter in cash LBP at the market rate on the date of payment

Delivery:

Reference: This PO refers to MoT letter ref# 2485/1/M dated 20 June 2024

The attached general terms are considered an integral part of this purchase order number 14734
For any inquiries kindly do not hesitate to contact the Purchasing Unit at +961 3 792 243

Salem Itani
Chairman - General Manager

Nibal Salameh
Chief Financial Officer

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General Terms

- Supplier should   Bill to : MIC2 and Ship to: MIC2

- Supplier should check all prices and terms indicated on this Purchase Order, and advise MIC2 immediately in the event they are not satisfactory.

- Supplier should acknowledge receipt and confirm acceptance by sending a signed copy of this Purchase Order within 5 working days.

- Please quote our Purchase Order no # 14734 on all pertinent documents and correspondence.

- Items damaged or defected or not-conforming with this Purchase Order will be rejected on the Supplier's complete responsibility and complete provision, and his obligation to return the paid amounts.

- Supplier shall make delivery with complete documentation i.e. items accompanied with a delivery note and invoice matching the Purchase Order quantity. Any deviation from Purchase Order price and quantity should be authorized by MIC2 first.

- All info contained in this PO are confidential and supplier shall not disclose them to any third party for any purpose other than as required in relation to the object of the PO.

- Any delay in receipt of items may lead to cancellation of this Purchase Order on the Supplier's complete responsibility, and MIC2 has the right to refuse receiving it on the Supplier's responsibility.

- MIC2 reserves the right to cancel this purchase order at any time prior to acceptance by supplier, or after acceptance if the Supplier fails to meet the specifications and terms of this Purchase Order without any responsibilities on MIC2.

- MIC2 reserves the right to charge the Supplier for failure to comply with the terms of the Purchase Order, all that without prohibiting MIC2 from using the rights mentioned above, also demanding the supplier by any/all additional costs that may result from the delay in execution or in delivering a document or more requested by MIC2.

- This PO is not exclusive to Supplier. MIC2 retains the right to contract other parties for part of the work covered by this PO, under terms and conditions that might differ from the terms and conditions of the present PO, and Supplier has acknowledged this right without objection or reservation.

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

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• Supplier shall not assign this PO, totally or partially, or any right or obligation hereunder without MIC2's consent. However, MIC2 shall have the right to assign, transfer or purport all of its rights and obligations under this PO to the Republic of Lebanon or any of its designee, without having to refer to Supplier or to obtain its consent prior to such assignment.

• Neither MIC2 nor Supplier is liable for delay or failure to perform any of its obligations under this PO insofar 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 endeavours 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 PO by means of written notice without bearing any liability whatsoever. 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, and shall include but not be limited to riots, acts of war, acts of terrorism, epidemics, major fire, or natural disasters. For the avoidance of doubt, force majeure does not include strikes or other employment disputes of either Party's personnel or such Party's subcontractor's personnel.

• In case of any litigation arising out or in connection with this PO the Lebanese Laws shall apply. Disputes arising in connection with this PO shall be finally settled by the competent Courts of Law in Beirut.