

iSupplier terms and conditions

1 In these terms and conditions:

Contract means an agreement between Bapco and a Supplier for the provision of goods and services to Bapco.

Portal means the iSupplier Portal established and maintained by Bapco to facilitate Supplier registration and the entry into and subsequent management (including invoicing) of Contracts.

Portal User has the meaning given in paragraph 7 below.

Supplier means each party registered on the Portal as a potential provider of goods and services to Bapco.

2 Access to and use of the Portal is provided subject to these terms and conditions. Any use of the Portal constitutes immediate acceptance of these terms and conditions.

3 Bapco has invested in the Portal to provide a free, convenient way for Suppliers to operate their Bapco accounts. Bapco may, however, cease to provide the Portal at any time.

4 Bapco does not warrant that the Portal functions will be uninterrupted or error free, that defects will be corrected or that the Portal or the server that makes it available are free of viruses or bugs. The Portal will generally be available 24/7 but may be taken offline periodically for maintenance purposes.

5 The Supplier must register on the Portal. Bapco will not be obliged to make payments to the Supplier under the Contract unless the Supplier is registered on the Portal.

6 Mandatory information to be entered on the Portal by the Supplier is:

- (a) Supplier name, address, commercial registration number and contact details.
- (b) Bank account details for payments (all payments due from Bapco to the Supplier under the Contract will be made to this account).
- (c) Any other information which Bapco reasonably requires for the purposes of administering the Contract.

7 The Supplier will nominate as **Portal Users**:

- (a) a senior authorised officer who will be responsible for ensuring the Supplier's compliance with these terms and conditions;
- (b) a primary contact officer with full access to view and amend information entered into the Portal; and
- (c) secondary contact officer(s) with viewing access only

and will ensure that only persons with sufficient authority and skills are nominated to these positions.

8 The Supplier must:

- (a) read and follow the instructions found in the **iSupplier User Guide** available on the Portal;
- (b) ensure that the login details and password of each Portal User remain secure and are not disclosed to anyone other than the person to whom they were issued;
- (c) ensure that each Portal User:

- (i) chooses a password of sufficient complexity and length to maintain the security of the information entered into the Portal;
 - (ii) does not write down password information;
 - (iii) changes the password if s/he suspects someone else has come to know it;
 - (iv) logs out of the Portal when not using it;
 - (v) preserves the confidentiality of the data in the Portal and only uses and discloses it in connection with the management of the Supplier's account with Bapco as authorised by the Supplier; and
 - (vi) completes any mandatory user training offered by Bapco to Portal Users from time to time;
- (d) notify Bapco immediately if any Portal User stops being able to perform the designated function, ceases to have a business need to access the Supplier's data on the Portal or otherwise ceases to be contracted to or employed by the Supplier, and promptly deactivate such Portal User's user ID;
- (e) have in place industry-standard levels of information technology security (including multi-factor authentication for access to confidential information from an untrusted network and for privileged access to information systems) and human resource policies to ensure that unauthorised third parties cannot gain access to the Portal and that the information entered into the Portal remains secure;
- (f) use the Portal only for lawful purposes and in a way that does not infringe the rights of, or restrict or inhibit the use of the Portal by, any third party. Such restriction or inhibition includes, without limitation, conduct which is unlawful or which may deny the contents of the Portal for lawful use; and
- (g) not copy, store in any medium (including in any other digital format), distribute, send, re-send, broadcast, modify or show in public any part of the Portal without Bapco's prior written permission.
- 9 The Supplier agrees to indemnify Bapco against any loss or damage incurred by it or any third party due to negligence or deliberate acts of the Supplier or its employees, agents, contractors or sub-contractors including a failure by the Supplier to maintain appropriate levels of information technology security.
- 10 The Supplier is responsible for keeping up to date and ensuring the accuracy of the information it enters into the Portal. Any required changes to such information must be made as soon as is reasonably possible. Bapco will not be liable for any apparent breach of the Contract arising from the Supplier's failure to comply with this.
- 11 As a security measure Bapco will notify the relevant Portal User by email each time the user logs into the Portal and each time the user enters or makes any changes to the Supplier's Portal data. It

- remains the Supplier's responsibility to ensure that the relevant email inboxes are monitored and promptly to bring to Bapco's attention any discrepancies.
- 12 Any failure by the Supplier to adhere to these terms and conditions will result in the cancellation of the Supplier's Portal registration and may constitute a breach of the Contract(s) leading to termination.
 - 13 All rights, including copyright and database right, in the Portal and its contents, are owned by or licensed to Bapco, or otherwise used as permitted by applicable law.
 - 14 This site and the information, names, images, pictures, logos and icons regarding or relating to Bapco, or to any third-party products or services, are provided 'as is', without any implied warranties or endorsements.
 - 15 Bapco will not be liable for any losses, damages and/or other costs and expenses under or in connection with the use of the Portal whether arising in contract, tort, negligence, breach of statutory duty or otherwise to the extent that any losses, damages and/or other costs and expenses claimed are in respect of loss of production, loss of business opportunity or indirect loss of any nature suffered or alleged.
 - 16 These terms and conditions are governed by the laws of the Kingdom of Bahrain. Any controversy or claim arising out of or relating to these terms and conditions, or the breach thereof, will be determined by arbitration administered by the Bahrain Chamber for Dispute Resolution in accordance with its Arbitration Rules. The number of arbitrators will be one. The place of arbitration will be Manama, Bahrain. The language of the arbitration will be English.

Nominees:

Name	Position	Email	Mobile No.	Access Responsibility

Note: Available Access Responsibilities are:

- iSupplier Portal- full access (P.O/PA, Invoices, Work confirmation, MTC, Supplier Admin Account)
- Sourcing Supplier (RFQs & Quotations)

For and on behalf of

Company Name: _____

Signed: _____

Date: _____

Name: _____

Title: _____

Company Stamp: