

**Prior to acceptance of the terms and conditions please print, sign and send an original signed copy of the User Agreement along with the mandatory documents as stated below to the given mailing address.**

**Mandatory Documents**

- Signed User Agreement (and each page initialed)
- A copy of your business / commercial registration document.
- A letter signed by management of the company depicting desired User e-mail for registration in the portal as their official email address.

**Mailing Address**

P & W Division  
Qatar Steel Company  
P. O Box 50090  
Mesaieed, State of QATAR

**System & Support Queries**

[Vineeth@qatarsteel.com.qa](mailto:Vineeth@qatarsteel.com.qa)  
[roopesh@qatarsteel.com.qa](mailto:roopesh@qatarsteel.com.qa)

**Kindly Note:**

- Your registration will be accepted only on receipt of the signed Terms & Conditions document along with the mandatory documents listed above.
- Our processing time to review your registration is approximately 2 weeks depending on all relevant documents we have requested above have been provided to us.
- Completing the registration process does not guarantee your company will receive a request to bid or a contract from Qatar Steel, nor does it imply that your company has any type of procurement relationship, either now or in the future, until Qatar Steel's procurement team has a requirement and invites you to participate in our procurement process.

## USER AGREEMENT

A vendor, contractor or supplier and its authorized representative (hereinafter referred to as the "Vendor"). hereby agrees to this User Agreement for the access and use of Qatar Steel's Supplier portal (also referred to as the "System") provided directly by Qatar Steel at its website, <http://www.qatarsteel.com.qa>, which includes any information, data, tools, products, services and other content available or through the its website and or any other means.

The System is meant to provide the vendor the ability, among other things, to receive requests for quotations, purchase orders, contracts and send quotes, bids, shipment notices and invoices online and engage in cooperative procurement activities.

The Vendor is required to complete the online registration of his/her company profile for approval. This would allow Qatar Steel to register the Vendor as pre-approved supplier of Qatar Steel and assign a user name and password for secured access to the System.

The Vendor acknowledges that he/she fully understands the nature of the System and the governing terms and conditions. In the event that Vendor uses the System for the purpose of registration, selling or supplying goods and/or any services to Qatar Steel, The Vendor shall be bound to comply with this User Agreement. The Vendor's use of this System constitutes his agreement to the terms and conditions of this Agreement.

The following terms and conditions of this User Agreement may be modified by Qatar Steel at any time without notice and any such modification shall be effective immediately upon posting. By assenting to this User Agreement, Vendor agrees to periodically review these terms and conditions and be bound by any modifications or amendments thereto.

The Vendor that has any questions about this User Agreement is invited to contact Qatar Steel's Procurement & Warehouse Division for clarification.

### **1. Conduit Services Only:**

The purpose of the System is to facilitate Vendor with provision of only an internet conduit (medium) through which the Vendor can communicate the availability of its goods and services, respond to request for quotations, bids or proposals to Qatar Steel and for Qatar Steel to communicate its procurement needs to the Vendor

### **2. Supplier Access:**

Subject to Article 7, the System is available only to designated agents, and properly registered vendors who desire to, have entered into, or are choosing to enter into legally binding agreement with Qatar Steel. Accordingly, access to the System is limited to vendors having been assigned username and password. The Vendor will be or has been provided by Qatar Steel with User ID and password. Therefore, Vendor hereby agrees to: (i) solely be responsible for maintaining the confidentiality and security of the User ID and password provided by Qatar Steel for the use of the System and may not disclose such User ID(s) and password(s) to any third party, and (ii) fully be responsible for any and all activities, which occur under such User ID(s) and password(s) and in connection with its use or their uses. Vendor further agrees that Vendor will not permit others to access or use the System using such User ID(s) and password(s). Unauthorized users of this System may be subject to both civil and criminal prosecution under applicable Qatar laws.

### **3. SIGNATURES**

If Vendor transmits document through the System using its User ID(s) and password(s) as provided by Qatar Steel, such document shall be deemed "signed" and "executed" by the Vendor. Vendor hereby waives any defense to the enforceability of any contract formed as a result of the transmission of such document on the ground that it was not "signed" or "executed" by the Vendor.

## **4. REPRESENTATIONS AND WARRANTIES**

Vendor expressly understands and agrees that:

4.1 The System is provided on an "as is" and "as available" basis, Qatar Steel expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

4.2 Qatar Steel does not warrant the availability, timeliness, functionality, reliability, sequencing or speed of delivery of the System or the content, and is not responsible for internet outages, hardware and/or software failures, downtime, force majeure event (including without limitation acts of God, strikes or other concerted acts of workers, bomb threats, fires, floods, explosions, riots, war and sabotage) and/or user errors.

4.3 any material downloaded or otherwise obtained through the use of the System is done at Vendor's own discretion and risk and that Vendor will be solely responsible for any damage to Vendor computer system or loss of data that results from the download of any such material or any virus that may be contained therein.

4.4 In connection with Vendor uses of the System, Vendor agrees not to put any computer programs, information or data into the System which contains any viruses, time bombs, Trojan horses, worms, cancel bots or other computer programming routines that may damage, detrimentally interfere with, intercept or expropriate any system, data or information.

4.5 Vendor is responsible for implementing sufficient firewalls, protections, procedures and checkpoints to satisfy their particular requirements for the protection of their system and/or accuracy of data input and output, and for maintaining means external to Qatar Steel for the reconstruction of lost data.

4.6 It's the sole responsibility of the Vendor to contact Qatar Steel in the event the System is inaccessible for an extended period of time.

4.7 Qatar Steel Supplier site may contain links to third party websites that are not under the control or operation of Qatar Steel. The vendor understands and agrees that the linking of the system to other sites are endorsed by Qatar Steel, and Qatar Steel is not responsible for the legality, accuracy or other aspect or any consequence or effect of the operation or content of any sites to which links are provided.

## **5. Transmissions:**

### **5.1 Proper Delivery:**

Documents shall be deemed properly delivered by the sender when transmitted to the receiving Party's pre-agreed designated receipt terminal or electronic mailbox.

### **5.2 Proper Receipt:**

Documents shall be deemed properly received by the receiving Party when accessed at such Party's designated receipt terminal or electronic mailbox, whether or not acknowledgement is received by either party.

### **5.3 Acceptance:**

If the Parties agree in writing that notification of acceptance of the terms of a document is required, any such document even though properly received, shall not give rise to any obligation unless and until the Party receiving such document has properly delivered in return an acceptance document or other agreed form of acknowledgment of acceptance.

## **6. Garbled Transmissions:**

If any properly delivered document is received or sent in an unintelligible or garbled form (i.e. one which cannot be completely translated) the Vendor shall promptly notify the Qatar Steel and request a copy of the document to be re-transmitted. In the absence of such a notice, the contents available with Qatar Steel of such document shall prevail.

## **7. Duration and Termination**

**7.1** Vendor agrees that this User Agreement shall govern the Vendor's usage and participation of the System for the above mentioned purpose and shall be effective on the date this User Agreement is signed by the authorized representative of the Vendor. Vendor shall deliver to Qatar Steel by courier mail such originally signed User Agreement, a copy of which shall be sent to QATAR STEEL by e-mail, at the addresses as set out in Article IX above. Upon receiving the originally signed User Agreement, QATAR STEEL will consider the granting of its consent to the Vendor for the usage of System. Any consent of QATAR STEEL in relation to the usage and participation of the Vendor in the System will at QATAR STEEL's sole discretion be confirmed to the Vendor by courier mail or e-mail. Based on the above QATAR STEEL's confirmation to Vendor, QATAR STEEL will issue User ID and password to Vendor.

**7.2** Vendor agrees that QATAR STEEL, in its sole discretion, may terminate Vendor's User ID and password, and remove and discard any Vendor information within the System, for any reason, including, without limitation, for lack of use or if QATAR STEEL believes that Vendor has violated or breach this User Agreement or any term or conditions related to contractual relation between Vendor and Qatar Steel. QATAR STEEL may also in its sole discretion and at any time to discontinue the System, or any part or any service thereof, with or without notice. Further, Vendor agrees that QATAR STEEL shall not be liable to Vendor or any third party for QATAR Steel's decision to suspend, discontinue or terminate Vendor's access or use to the System.

**7.3** Unless expressly stated under this User Agreement, any termination of the User Agreement shall not relieve the Party of any obligation accrued hereunder before the effective date of such termination, or affect Party's rights obtained hereunder.

## **8. Information Provided by the Vendor:**

The Vendor agrees that any information he provides either when registering to use the System or any time thereafter is true, accurate, current and complete. The System is self maintained and the Vendor is responsible for updating his registration information a minimum of once every calendar year, and as and when there are material changes in the information provided earlier. Information not validated may be considered inactive and removed from Qatar Steel System. If Qatar Steel suffers any claim or incurs any liability as a result of information entered into the site by users of the Vendor's account the Vendor will indemnify Qatar Steel against such claim or liability including costs and attorneys fees incurred in defending against it.

## **9. Security:**

Qatar Steel uses industry standard security measures, to safeguard any information the Vendor may provide to Qatar Steel on the System. The Vendor has the responsibility to manage his internal security by safeguarding his password and establishing his own internal security procedures, as he would for paper transactions, to assure the proper use of the System. In the event of any compromise in the security of the System, the Vendor agrees to immediately report the same to Qatar Steel and a new password will be assigned for the Vendor's use. However, the Vendor acknowledges that perfect security does not exist on the Internet, and Qatar Steel does not and cannot guarantee that information will in all cases remain secure.

## **10. Responsibility for Sales Activities:**

The Vendor agrees that the full responsibility for the sales process lies with his company. It is solely the Vendor's responsibility when using this System to comply with all applicable laws, regulations, and policies governing his sales

of goods or services. Qatar Steel shall have no responsibility for ensuring that sales of goods or services using this System will comply with such laws, regulations, and policies. As in a paper sales transaction, the Vendor, in using the System, has the sole and exclusive responsibility for the sale including, but not limited to, the following:

- Preparing and assuring the completeness of any bids, quotes or proposals
- Selecting appropriate procurement opportunities
- Complying with all applicable legal requirements
- Establishing and adhering to the terms and conditions of contracts
- Assuring proper authorization to enter into a contract and proper administration of any resulting contract
- Maintaining the security and integrity of the procurement process.

## **11. INDEMNIFICATION**

Without limiting the generality or effect of other provisions of the User Agreement, as a condition of use, Vendor agrees to indemnify, hold harmless, and defend QATAR STEEL and its subsidiaries, affiliates, suppliers and their officers, directors, affiliates, subcontractors acting in their capacity of providing services to QATAR STEEL, agents and employees (collectively, "Indemnified Parties" and each, individually, an "Indemnified Party") against all costs, expenses, liabilities and damages incurred by any Indemnified Party in connection with any third party claims arising out of (a) such Vendor's usage hereunder and/or engagement in transactions on the System, including, but not limited to, failure of any products to meet specifications or breach of warranty, (b) such Vendor's failure to comply with any applicable laws and regulations or to obtain any licenses or approvals from the appropriate government agencies necessary to purchase or sell the subject goods and services, (c) such Vendor's breach of any of its obligations set forth in this User Agreement; and (d) infringement claims asserted against QATAR STEEL based on its use of Vendor's intellectual and informational property; and (e) such Vendor's agreements or transactions with QATAR STEEL and Vendor shall not settle any such claim without the written consent of the applicable Indemnified Party, which such consent shall not be unreasonably withheld.

## **12. LIMITATION OF LIABILITY**

In no event shall QATAR STEEL, nor any officer, affiliate, director, shareholder, agent, contractor or subcontractor acting in its capacity of providing services to Qatar Steel, or employee be liable to vendor or any third party for any direct, indirect, incidental, special, punitive, or consequential damages, or lost profits, earnings, or business opportunities, or expenses or costs, even if advised of the possibility thereof, resulting directly or indirectly from, or otherwise arising (however arising, including negligence) out of: the use of the System by vendor, including, but not limited to, damages resulting from or arising out of such vendor's reliance on the System, or the mistakes, omissions, interruptions, errors, defects, delays in operation, non-deliveries, misdeliveries, transmissions, eavesdropping by third parties, or any failure of performance of the System, the termination or suspension of vendor's user id and password by Qatar Steel for the use of System pursuant to this user agreement or in case of force majeure

## **13. Interference with Others:**

The Vendors agrees not to use the site in a manner that would restrict or inhibit any other third party's use of the services.

## **14. Framed Links:**

The Vendor may not create framed links to the site without express written permission from Qatar Steel.

## **15. Copyright:**

The content of Qatar Steel Supplier site ("Content") is protected by copyright law under both Qatar and foreign laws. The Vendor may download, use, and copy the materials found on the site for his internal business use only, provided that all copies that he makes of the material must bear any copyright, trademark, or other proprietary notice located on the site which pertains to the material being copied. This material is not for publication in any form. Except as authorized in this paragraph, the Vendor is not being granted a license under any Copyright, trademark, patent, or other intellectual property right in the material or the services, processes, or technology described therein. Qatar Steel and/or any third

party owner of such rights retain all such rights. Also the Vendor may not sell or modify the Content or reproduce, display, publicly perform, distribute, or otherwise use the Content in any way for any public or commercial purpose. The use of the Content on any other website or in a networked computer environment for any purpose is prohibited. None of the Content, including any software, may be reverse engineered, disassembled, decompiled, reproduced, transcribed, stored in a retrieval system, translated into any language or computer language, retransmitted in any form or by any means, resold, or redistributed without the prior written consent of QF, except as described herein. Nothing in this paragraph prohibits the Vendor from printing, using or reproducing any records or reports of his transactions using the Qatar Steel Supplier System.

**16. MISCELLANEOUS PROVISIONS**

This User Agreement constitute the entire agreement and understanding between the Parties with respect to the Vendor's access and use of the System .Headings are for reference only. Qatar Steel's failure to insist upon or enforce strict performance of any provision of the User Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between Vendor and Qatar Steel nor trade practice shall act to modify any provision of the User Agreement. If any particular provision of the User Agreement is held to be invalid or unenforceable, such determination shall not affect any other provision of the User Agreement which shall remain in full force and effect. In addition, if any provision contained in the User Agreement shall for any reason be held to be excessively broad as to activity or subject, it shall be construed by limiting and reducing it, so as to be enforceable to the extent compatible with applicable law. This any right or obligation arising out or relation to this User Agreement may not be assigned or transferred to third parties by Vendor without prior written permission from Qatar Steel.

**17. Law Applicable, Limitations:**

- 17.1 This User Agreement shall be governed by, interpreted and construed and enforced in accordance with the laws of the State of Qatar.
- 17.2 Any dispute controversy or claim arising out of or relating to this User Agreement or the breach thereof, which cannot be settled amicably by the parties, shall be settled by Competent Qatari Court .
- 17.3 The Vendor agrees that, notwithstanding any more permissive statute of limitations, you must file any claim or cause of action arising out of or related to use of the System (1) year after such claim or cause of action arises or be forever barred from doing so.

**I HAVE READ, UNDERSTOOD, AND HEREBY ACKNOWLEDGE, AGREE and sign on behalf of my company as its duly authorized agent to the above stated Terms and Conditions of use of the Supplier System.**

<b>Supplier/Vendor/Contractor Name</b>	
<b>Name</b>	
<b>Title</b>	
<b>Date</b>	
<b>Authorized Signature</b>	
<b>Email address</b>	
<b>Stamp</b>	