



SUCCESS BEYOND NUMBERS

MCB SUPPLIERS TERMS AND CONDITIONS

Unless otherwise specified in the applicable Service Level Agreement and/or Master Agreement, the Service Provider acknowledges our PO document and shall strictly adhere to all terms, conditions, specifications, and requirements set forth in this Purchase Order for the supply of goods and/or provision of services.

Goods and Services must strictly meet the quality, specifications, agreed Incoterms, delivery lead time and price as detailed in the Purchase Order document.

In addition to all standard warranties, the Service Provider warrants and shall take precautionary actions for all products and services furnished to strictly comply/conform to the manufacturers specifications, laws and regulation in each case as amended and in effect as of the time of delivery of the product/service to MCB.

MCB reserves the right to inspect the goods and reject as applicable defective items, with the Service Provider responsible for replacement and/or repair at no additional cost.

MCB has the right to terminate/cancel the agreement in the following circumstances (1) breach (cause), (2) insolvency, (3) failure to make progress & meet the timely delivery and/or service completion and (4) by convenience.

Agreed delivery dates are binding. If the Service Provider becomes aware that an agreed delivery date cannot be met, he/she must inform MCB via email Procurement@mcb.mu stating the reasons, expected duration of the delay and/or new delivery date. The Service Provider agrees to indemnify MCB in case of non-performance, non-meeting the promised delivery dates.

No re-assignment, delegation or subcontract shall be made by the Service Provider without the consent of MCB.

Service Provider warrants that all work shall be performed in a professional manner and consistent with the best industry standard.

Service Provider and its subcontractors shall strictly comply to Confidentiality, Intellectual Property Rights, Legal & Regulatory and Environmental Legislations, GDPR/Data Protection, Health & Safety protocol and MCB code of conduct.

MCB or its authorized representatives (including internal or external auditors), shall have the right, upon reasonable prior notice and during normal business hours, to audit and inspect the Service Provider's books, records, systems, and relevant premises relating to the performance of this Purchase Order, including but not limited to pricing, invoices, compliance with contractual obligations and applicable laws and regulations.

Neither Party shall be liable for any failure or delay in the performance of its obligations under this Purchase Order to the extent such failure or delay is caused by an event beyond its reasonable control ("Force Majeure Event"), including but not limited to acts of God, natural disasters, fire, flood, epidemic or pandemic, war (declared or undeclared), terrorism, civil unrest, labour strikes (excluding those affecting the impacted Party's own workforce), governmental actions, embargoes, or interruptions to utilities or transportation networks.

This Purchase Order shall be governed by and construed in accordance with the laws of Mauritius.