

**Application of Terms and Conditions**

- Unless the Buyer and Seller have entered into a separate written Contract, these terms and conditions shall apply to the exclusion of all other terms and conditions of the Seller (whether received previous or subsequent to the issue of these terms and conditions) on an acceptance of the Purchase Order or any other communication by the Seller to the Buyer. For the avoidance of doubt, the provision of any order confirmation and/or provision of the Goods or Services shall constitute acceptance of these terms and conditions.
- These terms and conditions shall apply notwithstanding any trade custom to the contrary and notwithstanding that any other terms and conditions may have applied whether expressly or by course of dealing in prior transactions between the parties.
- Any variations alterations or extensions to the Purchase Order must be in writing and confirmed by an authorized representative of the Buyer.

**1. PRICES AND CHARGES (SALES):** Buyer shall pay:

- For the equipment/services specified in the contract, or if not specified, Seller's prices in effect at the time of shipment. All prices are based on latest Shipping INCOTERMS2010 (published by the ICC- International Chamber of Commerce) as specified in the quote, or if not specified, it is considered as EXW factory.
- For all the additional supplies/services expedited that are required towards the operation of the system & its intended use.
- Packing, Freight, Transportation and Insurance charges from dispatch warehouse to destination warehouse, and for any direct shipments.
- All Bank charges

**PRICES AND CHARGES (SERVICE):** Buyer shall pay the prices specified in the Contract, or if not specified, Seller's prices in effect at time of service delivery for all items (components, parts, equipment, materials) necessary to carry out the Service Job, AMC as per the Contract (quotation),

- For all items not explicitly set forth in the Contract and requested by Buyer but made necessary because of incomplete or inaccurate information from Buyer.
- The service charges as per the Contract, or in the absence of a Contract at the Seller's daily rates as applicable.

**2. Technical Advises:** All the consultancy services provided to Buyer towards procurement, are according to Seller/Manufacturer's best knowledge and past experiences. Buyer/End user is obliged to apply due diligence in verifying applicability of our advice to his special conditions of production or application or usage. Seller shall not be held liable & responsible for any damages caused due to this, unless intentional violation of contract has been proven.

**3. Seller shall have the right to modify the design and/or specifications or substitute equipment of another design without materially or adversely affecting the performance or utility of the equipment that Seller is contracted to supply. If Buyer requests for contract changes which shall require Seller's prior written consent. Any such changes will result in an equitable additional charge and/or extension of performance time. If the parties do not agree on a price increase and Seller elects to continue performance to avoid delays, Buyer shall pay Seller reasonable estimate of the additional work's value.**

**4. Products supplied herewith are subject to UN, US, EU and Seller's country of registration w.r.t. Trade and Export control regulations OR the applicable regulations of the country to where the Buyer has raised the PO. Any delivery or export of these materials to individuals or countries should solely be as per these regulations. Both, Seller/Buyer and our end Buyers are obligated to comply with the restrictions on Trade and Export sanctioned by the respective country of manufacture.**

**5. CRITERIA FOR UNDERTAKING A SERVICE:** All service assignments shall be undertaken only after receipt of a Service Order in writing from the Buyer, on terms mutually agreed to. The acceptance of a Service Order shall be communicated to the Buyer as an Order Confirmation. A legally enforceable contract arises on such acceptance of the order.

**6. TERMS OF SERVICE:** Attendance for a service shall be undertaken subject to availability of competent service engineer, subject to following terms:

- Periods of time for service charges are calculated on "from base-to base" basis.
- All logistics arrangement for accessing the site & equipment are at the Buyer's cost.
- All service orders attended to, irrespective of work completion due to circumstances beyond reasonable control of Seller, shall be payable as

per Seller prevailing service rates for labour, for spares and all expenses.

- Any delay occurring during the service delivery process on account of Buyer/agent or beyond Seller's direct control shall result in extension of service time, and shall be payable as per prevailing Seller's service rates.
- Unless otherwise notified by the Buyer, Seller reserves the right to determine the number of persons necessary to perform service work and will exercise its best judgement in performing labor at overtime rates.

Disposal of E-Waste and other related waste to be carried out as per the requirements of local government's applicable law.

7. **TERMS OF PAYMENT (SALES):** Unless agreed otherwise, all our invoices are to be paid 100% advance along with purchase order. Any other special payment terms shall be mutually agreed in writing prior to order acceptance, on a case to case basis.

Detention of payments or balancing of payments against claims of Buyer against Seller is not allowed, unless these claims are undisputed or legally established. If Buyer delays contract completion, Buyer shall pay on SELLER's specified reasonable pro-rata terms. Overdue payments shall carry interest charges of 2% per month or part thereof. Buyer shall pay Seller's collection or litigation expenses, including that actually payable or paid to Seller's Attorney as fees and charges. Should there be reasons to doubt the solvency or credit standing of the client, Seller reserve the right to demand securities or prepayment for any outstanding delivery or declare immediate maturity of all outstanding claims.

**TERMS OF PAYMENT (SERVICE):** Mutually agreed terms of payment shall be stipulated in the contract (quotation) or Service Order as:

- full payment in advance prior to commencement of works/supply of materials.
- progressive payments determined reasonably by Seller and confirmed by the Buyer.
- payment shall be made within a week (7 days) from the date of shipment or service delivery.

Overdue payments shall carry interest @2% per month or part thereof. Buyer shall pay Seller's collection or litigation expenses, including the attorney fees if applicable.

8. **DELIVERY:** The estimated delivery period (start date & end date) is always mentioned on the Seller quote. This proposed delivery is as per the

commitment given by the Manufacturer & Seller shall not be held liable when there is delay in delivery by the Manufacturer, or for other reasons which are not under the control of the Seller. Seller shall keep Buyer informed/updated on such delays as & when known to the Seller. Seller shall not accept any penalty as liquidated damages, unless specifically agreed in writing prior to order acceptance. Seller reserve the right to postpone delivery in the case of force majeure for the duration of the obstruction plus a reasonable period of recuperation. Should delivery have become impossible by an act beyond our control, Seller reserve the right to partially or completely rescind the contract.

9. **CANCELLATION** -Buyer may cancel any Purchase Order (other than for Custom Products and Private Labelled Products), in whole or in part, without further obligation or liability to Buyer, at any time within two (2) business days from the date of order placement to Seller, provided the equipment have not already been shipped / dispatched from the Seller's/ Seller's vendor's warehouse.

10. **VARIATION** -Any variation in the quantity or specification will be subject to availability and the Seller is not responsible for any delay due to this on the agreed time frame. Seller deserves to charge the Buyer towards incurred margin loss due to variation / reduced order quantities.

11. **DELAYS** -When circumstances beyond Seller's reasonable control occur, the time for contract completion shall be extended to compensate for any resulting delay for a period of time at least equal to the duration of those circumstances. Such circumstances include, but are not limited to, Buyer's acts or omissions, Acts of God, Government actions, labor disputes or shortages, civil disturbances, fires, floods, public health matters, transportation delays, plant accidents, and material or facility procurement delays.

In case of delay wherein delivery / billing / site services could not be executed by Seller due to various reasons from Buyer side like non-readiness of site, delayed inspection of delivered shipments, delayed approval of our Invoices and in those cases Seller:

- shall be paid on time based on the Invoice, irrespective of delivery been completed or held due to Buyer's fault.
- shall not be held accountable for delays or damages caused by the Buyer.

- shall be automatically relieved from liquidated damages clause if any accepted in Contract.
- shall store the goods at the Buyer's risk and cost.
- shall charge the Buyer for applicable storage fees (shall be informed accordingly), after a minimum specified period of 30 days from the notice of goods that are ready for shipment.

12. **TITLE AND RISK OF LOSS** - Notwithstanding delivery or passage of risk in the merchandise, ownership shall not pass to the Buyer until full payment of all claims against the Buyer, regardless of their grounds, is made. If Buyer causes delay in contract completion, Buyer shall pay Seller's usual storage charges and the Contract value within 30 days after receipt of Seller's notice that the items sold are ready for shipment. In the case of bankruptcy or suspension of payment, Seller shall have the right to demand that Buyer declares the assigned receivables, gives all information and documentation necessary for Seller to collect claims and informs of the assignment. Should third parties try to claim these goods, Buyer is obliged to inform them of our property and immediately inform Seller of the intent. Buyer will be held responsible for costs and damages.

13. **TESTING, INSTALLATION, SUPERVISION AND INSPECTION** - Testing procedures shall be those specified in the contract or Seller's usual testing procedures. Buyer shall inform Seller promptly on site readiness & allow sufficient time to Seller for site mobilization. Unless notice of any defects is given to Seller promptly after completion of installation and/or testing, the items shall be deemed to have met such specifications. At Buyer's request, Seller may provide supervision of unpacking, assembly, installation, testing and adjusting of equipment or inspection. For such services, Seller's standard rates of service shall apply.

14. **WARRANTY (SALES)** – Standard warranty of one year from the date of supply is applicable. All items sold/supplied by Seller shall only have the manufacturer's warranty, which shall be passed on to Buyer. Transit damages are not covered under warranty. No other warranty, expressed or implied, including but not limited to the implied warranties or merchantability and fitness for a particular purpose shall apply. Buyer shall examine the merchandise as required and determine if merchandise is suitable for the intended purposes, if necessary by running appropriate tests. Claims will only be accepted if Seller is informed immediately upon detection of any fault. If any valid claim of faulty merchandise is

made, we are obliged to either replace the merchandise free of charge or repair it, the choice being at Seller's sole discretion. Seller will not be liable for any consequential damages caused by any defect or fault in the merchandise, since the object of the warranty is compliance of the delivered merchandise with the contract. The warranty does not cover damages to the goods that were caused by improper handling or storage after the passage of risk or where caused by external factors that were not foreseen in the contract.

**WARRANTY (SERVICE)** – Three months on labour & parts as per the following terms:

- The warranty starts from the date of the attending engineer's Service Report. Warranty covers repairs to or replacement/supply of parts – at the exclusive judgment of Seller – that showed faults in workmanship/material and shall be limited to service delivery by Seller personnel.
- The term "labour" as applied to warranty is limited to the time spent in repairing the equipment/part under warranty. All other charges including waiting time, transportation time and other expenses shall be payable by the Buyer.
- Seller is released from any obligation under warranty if and when the Buyer or third party makes alterations or carries out repairs to the equipment/part or if the equipment is subjected to incorrect operation/handling.
- The Buyer may either return the faulty equipment / parts to Seller / Manufacturer, carriage paid by the Buyer, within the warranty period. Seller / Manufacturer undertakes to repair or replace these parts in proper time and return them to the Buyer, carriage paid by Buyer. Or if assistance of Seller is requested with regard to on-site repairs, Seller / Principal shall undertake the repair and /or replacement of said equipment on site.

Seller makes no express warranty with respect to workmanship or parts other than the warranty set forth above. Seller's liability, if any, for damages relating to any alleged defective workmanship or parts under any legal or equitable theory, shall be limited to repair / replacements as mentioned above and shall in no event include incidental or consequential or commercial damage of any kind.

15. **RETURN GOODS POLICY** - The request to return material must include the description of material, reason for return, Buyer order number, Seller invoice number to enable the request to be processed. No materials may be returned without this information. If

and when the request is approved, a Return Authorization process will be initiated with reference number and will advise where the material should be returned. Return shipment must accompany with Packing List.

No credit will be issued for returned materials without an approved Return Authorization. Materials being returned due to order entry and/or shipping errors on the part of Seller will be credited at full value providing the materials are returned within thirty (30) days from the date of the original shipment. Credit of the actual price paid will be issued for defective materials only after the material has been inspected and verified by Seller to contain a defect. Returned freight will be at the Buyer's expense.

Special material orders and made-to-order Products are non-returnable. Credit will not be issued for discontinued items. Items no longer manufactured or items superseded by another model are defined as discontinued. In order to receive consideration for credit, material must be returned less than thirty (30) days from date of original invoice and of reasonable quantities & material must be in resalable condition. Material that has been approved for return must be packaged in such a way as to prevent damage during shipment. The use of original packaging is preferred. Credit cannot be issued for materials damaged in transit due to improper packaging.

16. **LIMITATION OF LIABILITY** –Whether or not caused by Seller's negligence, Seller shall not be liable for any indirect, special, consequential or other damages, however caused (including late delivery). Seller's obligation is to correct, repair or replace in accordance with section 10. Warranty shall be Buyer's exclusive remedy for breach of any warranty or for negligence. Seller's entire liability to Buyer shall not exceed the repair or replacement value, whichever is lower, of the defective item.
17. **INDEMNITY** -Buyer agrees to defend, indemnify and hold Seller (and its agents, representatives, employees, officers, related companies, successors and assigns) harmless from all claims, demands, actions, damages, and liabilities (including attorney's fees and consequential and incidental damages) arising out of any injury (including death) to any person or damage to any property in any way connected with any act or omission of Buyer, its agents, employees, or subcontractors.
18. **AFTER SALES SERVICE:** If after sales service is provided by any party other than Seller, then Seller shall not be held responsible for the performance of the equipment, warranty and guarantees.

19. **TERMINATION (SALES):** If Buyer terminates the contract either partially or fully, unless due to Seller's default, Seller shall be entitled to recover all costs (direct and indirect, including reasonable general and administration expense), as determined by Seller or its auditors, incurred in performing and preparing to further perform as of the termination date, plus a profit margin normally charged on such Buyer or product or service as determined by Seller or its auditors. Buyer shall pay Seller's collection or litigation expenses, including payable or paid attorney fees (whichever is higher).

**TERMINATION (SERVICE):** If Buyer terminates any part of the Service Order, unless due to Seller's default, Seller shall be entitled to recover all costs (direct and indirect, including reasonable general and administration expense), as determined by Seller's standard accounting practices, incurred in performing and preparing to further perform the service delivery as on the termination date. Buyer shall pay Seller's collection or litigation expenses, including the attorney fees.

20. **FORCE MAJEURE:** Each Party shall be excused from the performance of its contractual obligations to the extent that such performance is prevented by force majeure (as defined below) and the nonperforming Party promptly provides notice of such prevention to the other Party. Such excuse shall be continued so long as the condition constituting force majeure continues. The Party affected by such force majeure also shall notify the other Party of the anticipated duration of such force majeure, any actions being taken to avoid or minimize its effect after such occurrence, and shall take reasonable efforts to remove the condition constituting such force majeure. For purposes of the contract, "force majeure" shall include conditions beyond the control of the Parties, including an act of God, acts of terrorism, voluntary or involuntary compliance with any regulation, law or order of any government, war, acts of war (whether war be declared or not), labor strike or lock-out, civil commotion, epidemic, failure or default of public utilities or common carriers, destruction of production facilities or materials by fire, earthquake, storm or like catastrophe. The payment of invoices due and owing hereunder shall in no event be delayed by the payer because of a force majeure affecting the payer.
21. **CONFIDENTIALITY** -Buyer agrees that all drawings, prints and other technical material which Seller provides to Buyer, whether prepared by Seller or by third parties under contract to Seller, contain data which embody trade secrets and confidential



know-how of commercial value to Seller or third parties under contract to Seller.

Buyer agrees: (a) to keep such information confidential; (b) that it will not disclose such information to any other person, corporate division or entity; (c) will not use such information except in connection with the Products supplied hereunder; and (d) will not sell, lease, loan or permit any other person, corporate division or entity to use such information for any purpose, without Seller's prior written consent. Nothing herein shall restrict the use of information generally available to the public.

22. **INTELLECTUAL PROPERTY** -Buyer acknowledges that Seller and its affiliates are the owners of brands, trademarks, designs, patents, copyrights and other intellectual property relating to Seller's Products, and that no right or license is conveyed by Seller to Buyer to manufacture, have manufactured, modify, import or copy such Products. Buyer agrees that it will refer brands of Seller or its affiliates only in connection with the use or sale of Products delivered to Buyer hereunder, and not in connection with the sale of any other Product, except as separately authorized by Seller in writing.

23. **PRODUCT LIFE CYCLE** -Consistent with life cycle perspective, Seller considers the need to provide information to all the interested parties about potential significant environmental impact associated with end of life treatment and final disposal of our products and services. We request all the interested parties to refer the manufacturer's product manual / catalogue for the safety disposal procedures & their end of life cycle treatment. Also, comply with the local laws and regulations of the country while disposal. Seller will be happy to assist you for any further details.

24. **ENTIRE CONTRACT** -These General Terms & Conditions and the SELLER's written techno-commercial proposal constitute the entire contract. This contract represents the entire agreement between the parties and shall be incorporated into any order document from Buyer. No other amendments shall bind Seller unless in writing and signed by an authorized Seller representative. Terms & Conditions in Buyer's order, which add to or vary these General Terms & Conditions, have no force or effect.

25. **GOVERNING LAW & JURISDICTION** -This Contract's validity, interpretation, performance hereunder, and all suits, proceedings hereunder shall be governed by and construed in accordance with the English Laws, without giving effect to conflict of law principles. Each of the parties to this contract

expressly and irrevocably submits to the exclusive jurisdiction of Dubai DIFC or UAE Courts and waives any claims of inconvenient forum or venue. English will be the official language for all the proceedings.

26. **TAXES** -All amounts or values of consideration provided for in these Terms and Conditions are exclusive of any tax, duties, cess or levies including Value Added Tax ("VAT"), sales tax or a similar tax chargeable under the applicable tax legislation and which shall be borne by Buyer. Payment of VAT, GST or a similar tax (if chargeable) shall be made by Buyer in addition to the value of the supply or service in the manner and at the same time as payment of the said value. The Seller shall render a tax invoice that is in compliance with the requirements of the applicable tax legislation to the Buyer. The Buyer shall indemnify the Seller against all liabilities for any and all tax which the Seller is reasonably required to pay to a third party due to any non-compliance, breach or any reason attributable to the Buyer, including any interest, penalties and costs. Where the Seller is subsequently able to obtain a credit or repayment of such Tax from a third party, the Seller shall reimburse Buyer the amount so credited or repaid less all reasonable costs, penalties and interest incurred by the Buyer.