



## **TERMS & CONDITIONS OF SALE**

Any customer (the "Customer") requiring Supplies (as defined below) from any member within the Consent Group Of Companies (the "Supplier") shall comply and be governed by the provision of Supplies as set out in these Terms & Conditions of Business.

By procuring Supplies from the Supplier, the Customer hereby accepts and acknowledges the provisions of these Terms & Conditions in full.

### **1. SERVICES**

- The Supplier provides products inclusive of and but not limited to concrete and plastic products. All products provided by the Supplier shall be referred to in these Terms & Conditions, each and collectively, as the "Supplies".
- When the Customer wishes to procure Supplies from the Supplier, the Customer will make a verbal or written request to Supplier and shall then either provide a quotation or a sample for Customer to approve before providing a quotation.
- Once the Customer approves a quotation, the Customer will send the Supplier a purchase order ("Purchase Order"), and/or requests a Proforma Invoice to be provided by the Supplier to the Customer, for the Customer to acknowledge the relevant scope of work to be completed by the Supplier, in addition to various details about the Supplies the Customer would like to order. Where a Customer has issued a Purchase Order pursuant to a quotation provided by the Supplier and/or has accepted the Proforma Invoice provided by the Supplier, the Customer shall be deemed to have created a legally binding order.
- While deliveries, installations, fixtures and other services are not a usual part of the Supplier's business, Supplier may agree to do these on a case-by-case basis, in accordance with the Terms & Conditions set out.
- Any provisions under these Terms & Conditions may be carried out by subsidiaries, affiliates, and/or any other related group entity, all of which shall be entitled to bring a claim against the Customer for any breach of the provisions in these Terms & Conditions.

## 2. QUOTATIONS

- Once a request for Supplies has been received by the Customer, Supplier will issue a quotation for Supplies valid for the time period stipulated by the Supplier on a case-by-case basis. Where no validity has been stipulated, a quotation for Suppliers shall be valid for a period of thirty (30) days only, unless withdrawn earlier by Supplier.
- The Supplier shall rely on the accuracy of the information provided by the Customer when creating a quotation. The Supplier reserves the right to request additional information and/or documentation from the Customer when creating the quotation. The Supplier will not be liable for an inaccurate quotation, for not providing a quotation and/or for any delay in providing a quotation, where the Customer fails to provide or delays providing such requested information and/or documentation.
- Where the Purchase Order differs from the quotation or these Terms & Conditions in any way, the quotation provided by the Supplier and these Terms & conditions shall prevail over such Purchase Order. The provision of Supplies shall be subject to, and contingent on, these Terms & Conditions, which the Customer accepts in full.
- Where Customer requires a change to the scope of work after the quotation has been given, Customer shall inform Supplier immediately. Supplier reserves the right to amend the quotation to account for such change in the scope of services accordingly.
- Supplier reserves the right to charge Customer additional charges for any work outside of the scope, which the Customer requests, but which the Supplier has not quoted for. Supplier also reserves the right not to complete and/or undertake any work which has not already been agreed between the Parties in writing at no liability to Supplier. Any work completed outside the agreed upon scope of work and/or which may not form a part of the Supplier's usual course of business, may be completed for the Customer in good faith. The liability and risk of such services shall remain with Customer and Customer hereby holds the Supplier harmless for any and all damages which may result from the same.
- Unless otherwise specified in the quotation, all prices quoted are exclusive of value added tax, or any other duties and import duties where applicable, and all costs or charges in relation to unloading and insurance, all of which shall be for Customer's account and in addition to the amount quoted.
- Supplier reserves the right to vary the price quoted in the event there is a change in the cost of materials, labor, services, interest rates, transport and statutory charges between the date of entering into a contract with the Customer, and the date of dispatch.

### **3. PURCHASE ORDERS**

- When the Customer requires Supplies from the Supplier, a Purchase Order shall be issued for such Supplies. Supplier shall notify Customer within seven (7) calendar days of receiving a Purchase Order and acceptance by Supplier has to be expressly communicated to Customer in writing and Supplier shall be under no obligation to accept any Purchase Order.
- Each Purchase Order accepted by Supplier shall form a separate agreement between the Parties but shall nevertheless be governed by these Terms & Conditions. Where the terms in the Purchase Order are contrary to these Terms & Conditions, such terms shall be considered null and void, and shall be severed from such Purchase Order without affecting the remaining provisions of such Purchase Order, which shall continue in effect.
- Customer shall ensure that the Purchase Order accurately reflects the Customer's requirements. Supplier shall not be responsible for any discrepancies in Supplies which has been procured and provided as per an applicable Purchase Order.
- Purchase Orders which have been accepted cannot be canceled or revoked save for with Supplier's written consent. Where the Supplier has already started fulfilling a Purchase Order and/or such Purchase Order pertains to a custom-made order, Customer will be liable for goods produced or for materials bought to produce such goods, as advised by the Supplier.
- Where Supplier has started completing an order of the Customer, whether agreed verbally, via email, or otherwise, such order shall be deemed to have taken the place of a Purchase Order and shall still be subject to these Terms & Conditions.
- The Purchase Order should include contact persons and details from Customer's purchasing department, project site and accounts department.
- These Terms & Conditions also incorporate the applicable sales agreement entered into between the Parties, invoice, delivery notes, and any and all other documents entered into between the Parties ("Agreements"). In the event these Terms & conditions differ or are contrary to any of the provisions contained in such Agreements, the provisions of these Terms & Conditions will prevail, whether such Agreements are entered into after the date on which these Terms & Conditions are provided or not.

#### **4. TECHNICAL DRAWINGS, CUSTOM ORDERS AND SAMPLES**

- Where Customer requires a customized order and/or where the Purchase Order of Customer requires a technical or shop drawing (both a "Drawing"), Supplier shall assist with the preparation of this where a Purchase Order has been signed and in the case of a customized order, 50% of the applicable must be paid in advance (unless otherwise agreed between the Parties in writing).
- Drawings produced for a Customer and all intellectual property arising from such Drawings and in any catalogues and/or manuals produced by Supplier, shall remain the exclusive property of Supplier, and may not be copied, reproduced, or transmitted except with the prior written consent of the Supplier, and shall vest in the Supplier automatically upon creation.
- Customer is responsible for ensuring that Drawings are accurate and accurately reflect Customer's requirements. Drawings shall be revised by Supplier under the original scope of work until they reflect Customer's requirements. Where the Customer's scope of work changes and revisions to the Drawings are required, amendments to these shall incur additional costs and the quotes provided for the services, will need to be revised.
- Drawings will need to be approved by Customer before Supplier commences production and/or procurement of necessary materials. Approval must be obtained in writing, whether on paper or over email. Such approval of Drawings shall be considered binding and Supplier will produce Supplies in accordance with the same. Customer accepts sole responsibility for the production of Supplies by Supplier in accordance and reliance on approved Drawings.
- Customer may choose to allow owners, architects, or others to approve Drawings. Drawings approved by third parties, returned to Supplier on Customer's behalf, will be considered approved by Customer.
- Samples may be provided as part of an order and is subject to the same provisions as outlined above. Where a sample has been accepted by the Customer, an employee of the Customer and/or an authorized representative or agent of the Customer, Customer shall be deemed to have accepted the order made in reliance on such sample, and Customer shall be obligated to proceed with, and pay for the same. Supplier accepts no responsibility for orders made and/or procured in reliance on such sample.
- All product specifications, colors, descriptions, drawings, and other illustrations are provided on a best effort basis and are intended to be provided as a form of guidance

only. Actual Supplies may vary accordingly, especially when these are custom made. Supplier accepts no responsibility with regards to such discrepancies.

- Color sample boards or Individual samples (each and collectively, "Samples") are provided to Customers free of charge for the purposes of color selections. Selection should only be made from the Samples provided and dated within the preceding six (6) months, unless otherwise approved in writing by the Supplier. Occasionally raw material supply or mix recipe changes will result in slight color variations. For the avoidance of any doubt, Supplier shall not be responsible for color variations based on Samples which are at such time, obsolete.
- Customer is required to provide Supplier with a sample for which the color needs to be matched. Supplier will endeavor to provide Customer with one (1) or more color samples for approval to match the desired color. This service is currently free-of-charge unless otherwise included in the quotation. Final approval for the applicable color shall be the responsibility of the Customer and Supplier reserves its right not to manufacture a custom color without written approval of samples by Customer. Such an order shall be considered a custom made order.
- The final color of the Supplies may vary slightly from the samples or between pieces within the same order due to variations in natural materials and other ingredients. Custom color mixes will not be certified as per standard mixes unless otherwise requested by the Customer and agreed to by the Supplier. Certifications of custom mixes will incur additional fees and additional time to complete the order.
- Custom made orders are not refundable and are not subject to the returns policy as outlined in these Terms & Conditions. Subject to the provisions of this clause, should there be an issue with a custom-made order, the only recourse to Customer shall be having the item fixed by Supplier, but only where it does not meet the specifications as agreed with the Agreement/Drawing. For the avoidance of any doubt, Supplier shall not be responsible for Supplies not meeting the requirements of any structural designs. Customer shall ensure that Supplies are as per requirements before proceeding with an order.

## **5. DELIVERY**

- Supplies shall be collected from the collection address as specified by the Supplier and on the dates as agreed between the Parties. Delivery can be arranged by the Supplier but with such Supplies, actual delivery dates may vary, and a reasonable period of time shall be allowed for such delivery.
- Unless otherwise agreed between the Parties and included in the applicable scope of work, installation shall not be included as part of Supplier's services. Where installation is required, Customer shall ensure this is included in the applicable Purchase Order and details have been agreed between the Parties. Supplier is under no obligation to

provide such services where they have not been included in a Purchase Order. Where Supplier agrees to install Supplies, such installation shall not take place unless and until the Supplies (and the installation fees) have been paid for in full. Supplier may however still choose to undertake such actions prior to payment, but this shall be at the sole and absolute discretion of the Supplier.

- Site measurements and any additional services not accounted for in these Terms & Conditions shall be expressly excluded from any services performed by the Supplier. While additional services may be agreed on a case-by-case basis, these must be agreed between the parties in a Purchase Order.
- Whether Supplies are collected, or delivery has been arranged for and agreed between the Parties. Customer's signature, or the signature of Customer's representative or employee on the delivery documents shall be deemed to be prima facie proof of true and proper delivery to and receipt by Customer of the Supplies.
- In all cases where delivery to Customer occurs by carrier, freight forwarder or agent ("Logistic Provider"), such Logistic Provider shall be deemed to be Customer's agent and delivery to such Logistic Provider shall be deemed to be proper delivery to Customer. The signature of an employee of the Logistic Provider on the delivery note or waybill shall be prima facie proof of the proper delivery to Customer and acceptance by Customer. For the avoidance of any doubt, Supplier shall not be responsible for the loading or unloading of Supplies carried out by any third parties and therewith, the damage of any Supplies.
- In the event that Supplier makes delivery to Customer in installments (whether collected or physically delivered), such delivery shall be governed by these Terms & Conditions as a single contract and non-delivery or delay in delivery of any installment shall not affect the balance of the contracted quantity under any Purchase Order or entitle Customer to cancel the Purchase Order. When the Supplies are delivered in installments, invoices relating to separate deliveries shall be paid on the dates of delivery save for when the Parties have agreed on credit terms, subject to the applicable terms and conditions of these Terms & Conditions.
- Customer shall conduct an inspection of the Supplies upon taking delivery and inform Supplier of any obvious defects or nonconformance in the Supplies and must be filed in writing with Supplier within three (3) days from delivery of the Supplies. Should Customer fail to give timely notice, the Supplies shall be deemed accepted. Supplier shall have no obligation with respect to nonconformance not raised in a timely manner, and such nonconformance shall be excluded from the warranty given to Customer hereunder. If Customer disposes of, divides, processes, resells, alters, uses or incorporates the Supplies before an agreement has been reached between the Parties regarding the non-conforming goods, Customer shall be deemed to have accepted these accordingly. Supplies may not be rejected because Customer had changed their mind, or because Supplies do not meet structural designs (where these have been prepared by Supplier as per specifications agreed to with Customer) and/or where these do not look like the colors, descriptions, drawings, and other

illustrations which have been provided. These have been provided on best effort basis and are intended to be provided as a form of guidance only.

- Where the Supplies are stored on Customer's premises or are in Customer's custody, Customer shall be responsible for providing suitable accommodation for the custody and storage of such Supplies. Supplier shall not be responsible for any defects or issues which may arise with regards to quality and which have resulted from the incorrect or inadequate storage of such Supplies.
- If Customer requires products on wooden pallets or any other special packing, it shall be Customer's responsibility to communicate such requirements to Supplier in the applicable Purchase Order. Where requirements are communicated to Supplier after the applicable Purchase Order has been signed, Supplier shall confirm to Customer whether it can accommodate such requests or not and additional fees will be payable.
- In the event of a dispute arising as to the quantity of the Supplies sold and delivered, the onus of proving the Supplies were not delivered and/or the quantity thereof is not in accordance with Supplier's invoice shall be upon Customer. Customer shall be barred from making any claim in respect of any discrepancies between the Supplies delivered and the Supplies charged under the relevant invoice unless Customer has specified the nature of such discrepancies on the delivery note at the time of delivery of the Supplies. If Supplier delivers more or less than the quantity of Supplies indicated by Customer and Customer accepts delivery thereof, Supplier's invoice shall be adjusted on a pro-rata basis.
- Where the Customer is collecting the Supplies and fails to take delivery of the Supplies within seven (7) days of being notified that the Supplies are ready for collection, or the Supplier is unable to deliver the Supplies on time because the Customer has not provided appropriate instructions, documents, licenses and/or authorizations, and fails to provide these within three (3) days of receiving a request from Supplier to do the same, Supplier may, at its sole discretion, cancel the applicable Purchase Order or store the Supplies on behalf of Customer. Where Supplier arranges for the latter, a storage fee will apply. Any risk in the Supplies shall pass to Customer at time of storage and Customer shall be responsible for all related costs.
- Delivery, completion and collection dates and times are provided as an estimate only. Actual dates and times may vary and such estimations do not constitute a written or implied contract that order will be delivered within a specific time frame. Express projects and Supplies that are requested prior to estimates dates will incur an "express fee" and such Supplies shall be paid for in advance and/or with a down payment, to be advised by the Supplier at the time of the order.

## **6. OWNERSHIP AND RISKS**

- Ownership of the Supplies shall not pass to Customer until the purchase price in respect of the Supplies, together with interest thereon (if any), has been paid in full. Customer, accordingly, shall not be entitled to (a) pledge or in any way encumber any of the Supplies not paid for, (b) dispose of or (c) alienate such goods until the purchase price has been paid for in full. Notwithstanding the foregoing, all other benefits and the risk in and to the Supplies shall pass to Customer upon delivery of the Supplies to Customer pursuant to the relevant provisions in these Terms & Conditions, or upon storage of such Supplies, pursuant to the relevant provisions of these Terms & Conditions above.
- Where the Customer fails to pay for the Supplies within the time periods set out in these Terms and Conditions, the Supplier shall have the legal right to enter onto the premises of the Customer or their project site to collect such Supplies from the Customer. Such repossession shall be without prejudice to the rights of Supplier to recover all sums owing by the Customer to the Supplier and the Supplier's right to claim damages against the Customer for a breach of its obligations under these Terms & Conditions. Expenses incurred as part of such re-possession, or any damage caused to property by the Supplier in the exercise of its powers pursuant to this clause, shall be borne by the Customer's account.
- Where the Supplier provides instructions and guidelines in relation to the Supplies and their use, the Supplies must be used only as per the instructions and guidelines provided by the Supplier. The Supplier cannot, and will not, be responsible for any injuries, defects or damages which may occur as a result from a failure to adhere to this clause.
- Where Supplies are used and installed by third parties, Supplier accepts no responsibility for the same. Such third parties are used at the risk of Customer. It shall be the responsibility of such third parties to ensure that they have the relevant and experience and expertise to use and install the Supplies. The Supplier cannot be held accountable for the same.

## **7. CUSTOMER'S OBLIGATIONS**

- Customer warrants that it (a) is validly existing under the laws of the place of its incorporation; and (b) has the power and authority to agree to these Terms & Conditions, whether personally or on behalf of a Supplier.
- Customer agrees to make prompt payment to Supplier as and when such payment falls due and acknowledges that where such payment has not occurred, the relevant provisions of these Terms of Business shall apply.



## 8. INVOICING AND PAYMENT

- Customer shall make payment to Supplier upon presentation of the Supplier's invoice and no later than thirty (30) days from having received the same or upon agreed on payment term. Amounts not paid by Customer when due under these Terms & Conditions shall bear interest until paid at the lesser of a rate of 1.5% per month or the maximum rate permitted by law.
- Any changes to specifications or requirements as they are reflected in the Purchase Order or other agreement made between the Parties, may be subject to additional fees. The Parties agree that such compensation shall be adjusted in accordance with the prevailing fees as may be determined from time to time by Supplier at its sole discretion.
- In the event Supplier has arranged for the purchase and transport of the Supplies and/or agreed to fulfil an order for customized Supplies, Supplier may require Customer to pay:
  - an upfront deposit of 50% of the total price; and
  - if applicable, disbursements, handling and administrative fees.
- Additional fees will be incurred for Supplier supplying a "full-piece-mock-up", should one be required. Such amount will be deducted when the Customer places the full Order.
- Timely official balance confirmation – with signature, stamp with date is mandatory. All the payments made by customer should be accompanied with specific (invoice) payment details. Supplier will support Customers with Statement of Account ("SOA") and ledger as and when required.
- Any withholding of payment or refusal to render payment to Supplier shall constitute a breach of these Terms & Conditions and shall permit the Supplier to seek legal remedy against Customer pursuant to the same.
- Payments shall be made to Supplier in United Arab Emirates Dirham or an agreed upon currency and paid into the Supplier's account as set out on the applicable invoice, or in cash at time of delivery (as applicable and agreed with Supplier prior to the delivery or collection of the Supplies).
- Any Supplies provided on credit shall be subject to prior approval from Supplier's credit department. Supplier's credit department has the right to decline any request for credit, in its sole and absolute discretion. Supplier may reject an order to be supplied on credit, where Supplier's credit department has rejected such request and shall not be liable for any inability to complete an order unless an alternative payment method has been agreed between the Parties.

- Customer must bring any discrepancy in an invoice to the attention of the Supplier within five (5) working days, failing which, such invoice shall be deemed acceptable, and thereby payable. Notwithstanding the foregoing, any undisputed amounts shall remain payable while disputed amounts are remedied between the parties.

## **9. RETURNS**

- Supplies which are incorrect, damaged or as per the wrong specifications, shall be eligible for a return. Where this is the case, Customer shall either reject delivery after having inspected the Supplies or inform the Supplier within three (3) days from delivery and return such Supplies to Supplier or make Supplies available for collection at a date and time specified by Supplier. For the avoidance of any doubt, Supplies which are as per specifications, may not be rejected at time of collection and/or delivery.
- Supplies shall be returned in full, in an unbroken state and in their original packaging.
- The following shall not be eligible for a return, replacement or refund:
  - Supplies that have been used and/or Supplies that have been damaged by Customer, its employees, agents or otherwise;
  - Supplies sold during a sales promotion or at a discount; and/or
  - Supplies which have been custom made or specially ordered.
- Any claims for damage or shortages must be noted at time of delivery, otherwise such claims will not be entertained. Any claims for damage or manufacturing errors shall be limited to the quoted invoice value of the defective product only. No claims will be allowed for labor, overhead or equipment.
- Should a return not be accepted, Supplier will notify Customer of such circumstance providing reasons for the same.
- All returned must be accompanied by the original delivery order.

## 10. TERMINATION

- Supplier shall be entitled to terminate an order where payment has not been received, whether on an installment basis, or otherwise. Supplier reserves its right not to start completing a custom made order where 50% upfront payment has not been received and may terminate such order at its sole and absolute discretion.
- A Party shall be entitled to terminate these Terms & Conditions, without prior written notice, in the event that the other Party makes an assignment for the benefit of creditors or a resolution is passed or a petition is presented against the other Party for liquidation, winding-up or dissolution or for the appointment of a liquidator, receiver, trustee, judicial manager or similar official of all or a substantial part of its assets or if execution or any form of action is levied or taken against any of its assets.
- The provisions of Clauses 7, 9, 11, 12, 13, 14, and 16 and any other provisions in these Terms & Conditions necessary to interpret the respective rights and obligations of the Parties shall survive the termination or expiry of these Terms & Conditions.
- Customer shall immediately pay to Supplier all due or outstanding amounts for the Supplies delivered up to the date of termination and the actual and irrecoverable costs incurred by Supplier pursuant to a Purchase Order.

## 11. CONFIDENTIAL INFORMATION

- Each Party expressly undertakes to retain in confidence all information and trade secrets transmitted by the other Party that has been designated as proprietary and/or confidential, or by the nature of the circumstances surrounding the disclosure, ought in good faith to be treated as proprietary and/or confidential ("**Confidential Information**"), and will make no use or disclose of such Confidential Information or trade secrets, unless authorized to do so by the disclosing Party save that Supplier may make use of or disclose to third parties such information of Customer for the purposes of supplying the Supplies.
- Customer acknowledges that any breach of this Clause will cause irreparable losses (both direct and indirect, including loss of profits) to Supplier. In the event of a breach or threatened breach, Supplier may obtain equitable relief prohibiting the breach in addition to any other appropriate legal or equitable relief.

## **12. INTELLECTUAL PROPERTY**

- For the sake of this clause, "Intellectual Property" means all copyright, patents and all other rights throughout the world in relation to inventions, registered and unregistered trademarks (including service marks) and registered designs, whether or not in existence on the date of a Purchase Order, and includes all original works of authorship fixed in any tangible medium of expression, including artistic, literary, musical, dramatic, pictorial, graphic, three dimensional and sculpted works.
- The ownership of all Intellectual Property in relation to the Supplies and in all information created as a result of the provision of Supplies under these Terms & Conditions or a Purchase Order belongs to Supplier (or its licensor).
- Supplier grants to Customer a revocable, non-transferable, non-exclusive, royalty-free license to use the Intellectual Property in relation to the Supplies, solely for the purpose of utilizing the Supplies pursuant to these Terms & Conditions.
- Supplier shall be entitled to write or affix its imprint/trademark or other forms of identifying marks on the Supplies, or the packaging of the Supplies, in any manner. Customer shall not alter such marks.

## **13. DISCLAIMERS, LIMITATION OF LIABILITY AND WARRANTIES**

- Supplier warrants that the Supplies provided shall conform to the standards generally observed in the industry for similar services.
- Supplies shall be subject to Supplier's standard warranties for such Supplies, which can be provided to Customer upon request.
- Supplier make no representations, guarantees or warranties with regards to the quality of the Supplies insofar as such warranties may be excluded by law. No guarantee or warranty is given for Supplies that are designed or suitable for the purpose of which they may not be intended. Materials are supplied subject to natural formation characteristics, color and marking variations.
- Any warranties provided by Supplier in the Supplies shall not cover damages that are a result of natural wear and tear, inadequate storage or maintenance of the Supplies, failure to comply with operating/ installation instructions, excessive demands, improper use or other reasons for which Customer is responsible.

- Customer acknowledges that carbon pigments also have a tendency to fade and accepts that Supplies shall be subject to fair wear and tear and weathering.
- The Supplier routinely tests compressive strength and water absorption of its precast products in its inhouse laboratory. Routine testing is performed for quality control. Basic test results can be made available in a submittal package at the request of Customer at no additional charge. Notwithstanding the foregoing, Supplier does not guarantee specific tests performed at specific times to meet job qualifications. Additional testing can be performed on request at additional fees and will result in increased lead times. Additional testing on request can significantly increase lead times as much as eight (8) weeks. Customer agrees that they are aware of this and that all scheduling provisions are addressed prior to request for additional testing or certifications. Consent will not be responsible for any production, installation, or general project delays if due to additional testing requirements.
- It shall be Customer's responsibility to inform itself of the risks of using the Supplies and by entering into an applicable Project Order, accepts responsibility for the same. Supplies shall only be used as per Supplier's instructions and applicable specifications. Misuse shall negate any warranty attached to such Supplies.
- For issuance of an original warranty to a Customer, commercial clearance is mandatory, and Customers will be screened based on official balance confirmation and upon official issuance of authorized signatory's mutually agreed payment schedules.
- If any Supplies do not conform with any warranties given in relation to such Supplies, the Supplier shall at its option, repair or replace such Supplies (or the defective part) or refund the price of such Supplies at the pro rata basis provided that, if the Supplier so requests, the Customer shall, at the Supplier's expense, return the Supplies or the part of such Supplies which is defective to the Supplier. If the Supplier complies with this clause, it shall have no further liability for a breach of the warranty in respect of such Supplies.
- The total aggregate liability of Supplier arising out of or in connection with these Terms & Conditions (whether caused by negligence or otherwise) shall in no event exceed the fees actually paid by Customer pursuant to these Terms & Conditions.
- In no event shall Supplier be liable for any loss of profits, incidental, special, consequential, exemplary, punitive or indirect losses, damages, costs, charges, fees or expenses, including without limitation, loss of revenue, loss of or interruption to business or loss of use, however arising, including arising out of negligence or willful default and whether or not Supplier was notified in advance of the possibility of such loss or damage and whether or not Supplier ought to have known or reasonably foreseen that such loss or damage would result.

## 14. FORCE MAJEURE

Supplier shall not be liable for failure to provide Services and/or for delays caused by pandemics, acts of God, strikes, wars, insurgencies or conditions beyond its control ("Force Majeure"), including but not limited to flight conditions or situations where the rendering of Services is prohibited or delayed or hampered by local laws, regulators or regulatory agencies or by pandemics declared by the World Health Organization (WHO). Supplier shall notify Customer of any circumstance likely to cause such failure or delay as soon as reasonably practicable. Customer's obligation to pay for any amounts that are due to Supplier shall not be affected by any Force Majeure event.

## 15. GENERAL CONDITIONS

- **Time limitations:** Any and all legal actions and claims arising under these Terms & Conditions shall be time barred unless written notice thereof is received by Supplier within one (1) year of the date of the event giving rise to such actions or claims.
- **No assignment:** These Terms of Service may not be assigned by a Party without the prior written approval of the other Party.
- **Amendment:** It shall be Customer's responsibility to review these Terms & Conditions on a routine basis, as Supplier reserves its right to amend provisions of these Terms & Conditions at any time. Where terms have been varied, Supplier shall serve notice on Customer informing it of the same. By continuing to use the services of the Supplier, Customer shall be deemed to have accepted these Terms & Conditions in full.
- **Relationship:** The relationship of the Parties shall be that of independent contractor and not of employment, partnership or joint venture, unless expressly provided otherwise in these Terms & Conditions. Neither Party shall have, nor represent that it has, any right or authority to bind the other to assume or create any obligation or responsibility expressed or implied on behalf of the other or in the other's name unless provided in these Terms & Conditions.
- **Severability:** If any provision in these Terms & Conditions shall be held to be illegal, invalid or unenforceable, in whole or in part, under any applicable laws, such provision or part shall to that extent be deemed not to form part of these Terms & Conditions but the legality, validity and enforceability of the remainder of these Terms & Conditions shall not be affected.
- **Waiver:** The failure to exercise or delay in exercising a right or remedy under these Terms & Conditions shall not constitute a waiver of the right or remedy or waiver of any other rights or remedies and no single or partial exercise of any right or remedy

under these Terms & Conditions shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy.

- **Notice:** All notices hereunder shall be sent by email/ fax/ courier/ registered mail. Notices shall be deemed to have been delivered when electronic transmission (email & fax) has been sent and no failure to deliver notification has been received and similarly when delivery receipt is received by courier company or post office. Parties may request a delivery notification, but such action is not mandatory.
- **No right of enforcement:** A person who is not a party to these Terms & Conditions has no right under applicable law or statute to enforce or enjoy the benefit of any term of these Terms & Conditions except as expressly provided in these Terms & Conditions.
- **Electronic Signatures:** Electronic signatures shall be permitted and deemed to constitute a valid means of signing. These shall be considered the same as signatures made by hand and shall form a valid means of signing any applicable documents between the parties.
- **Entire Agreement:** These Terms & Conditions, any Purchase Order, the applicable quotation and delivery note express the entire agreement between the Parties and supersedes all prior oral and written understandings and agreements, with respect to the Supplies specifically contemplated in these Terms & Conditions and any Purchase Order (collectively, the "Agreement").
- **Governing Law and Dispute Resolution:** The Agreement is governed by, and shall be construed in accordance with, the laws of the DIFC and/ or U.A.E without regard to conflicts of laws principles. The application of the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded. All disputes arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by the DIFC and/ or U.A.E. Courts, including the small claims tribunal.
- **Headings:** The captions and headings of the Clauses herein are for convenience of reference only and shall not be interpreted or construed so as to limit in any way or to change the subject matter of any part of these Terms & Conditions.

These Terms & Conditions form an integral part of Supplier's Quotation/Offer and upon Customer's issuance of Purchase Order to Supplier, this is deemed as Customer's acceptance of these Terms.