

Standard Terms and Conditions (hereinafter referred to as "Standard Terms") of AS-Schneider Middle East FZE

1. Applicability

(1) All dealings with us, including, but not limited to any contracts, offers, acceptances and/or order confirmations, shall be governed by these standard terms and conditions ("Standard Terms"). We repudiate any terms and conditions used by any of our customers unless we have explicitly assented to their applicability in writing. Our Standard Terms shall even be applicable in case we have made unconditional delivery in awareness of inconsistent terms and conditions.

(2) Should we have agreed with a customer in writing on an individual stipulation which is contrary to a provision of the Standard Terms, the individual provision shall prevail.

2. Offers

Our offers shall only be regarded as invitations to treat, i.e. shall not be binding on us. Instead, an offer shall be constituted by the customer's order. To conclude a contract, we would issue a written order confirmation.

3. Prices and Payments

(1) Our prices shall be exclusive of value added tax ("VAT") and shall be paid in Euro currency. VAT shall be declared separately on the invoice in the amount applicable on the day the invoice is issued.

(2) We shall supply the goods EXW Jebel Ali Free Zone, i.e. ex works Jebel Ali Free Zone, in accordance with the INCOTERMS 2010 of the International Chamber of Commerce unless otherwise agreed in writing. The applicable INCOTERM shall be relevant in particular for the general obligations of the parties, the transfer of risk and the division of costs.

(3) At our sole discretion, the customer shall make all payments either in full and in advance or against invoice payable within 30 days from the invoice date, regardless of when the customer received the goods.

(4) Should the customer not have settled an invoice in time, the customer shall be liable to pay interest amounting to 1% per month on the outstanding

amount counted from the first day of default until the day we received full payment.

(5) Any payment shall be made either by cheque or cashless transfer.

(6) The customer shall not have any set-off rights unless its counterclaim has been confirmed by a final, non-appealable judgement or has been acknowledged by us in writing. The customer shall not exercise any possessory lien unless its counterclaim is based on the same contractual relationship and has been confirmed by a final, non-appealable judgement or has been acknowledged by us in writing.

4. Delivery

(1) We shall have the right to make partial delivery of the goods ordered.

(2) Any delivery period offered by us shall be specified to the best of our knowledge, but shall not be guaranteed unless guaranteed by us in writing.

(3) The commencement of any delivery period specified by us shall be subject to the prior written clarification of all technical and logistical details of the order.

(4) The customer shall not be entitled to withdraw from a contract in case of delay in delivery unless we had guaranteed the delivery period in writing.

(5) If the customer delays taking delivery of goods or if the customer culpably breaches any other obligation to cooperate, including, but not limited to provide technical or logistical details of the order, we shall be entitled to claim compensation for any damages caused thereby, including, but not limited to any additional expenditures. We reserve any additional rights of recourse.

5. Packaging and Shipping

Should we be obliged according to the INCOTERM agreed upon to arrange for packaging and/or shipping, the following shall apply:

(1) Packaging shall be chosen by us according to the standards of our industry unless otherwise agreed in writing.

(2) The route and means for shipping of the goods shall be chosen by us at our sole discretion.

(3) Damages caused in transit or damages to packaging shall be made known to us and the forwarding agent making the delivery without culpable delay.

6. Liability for Defects

(1) The customer shall notify us about any defect or difference in quantity or type of the goods delivered from that agreed within 15 calendar days after delivery and the customer shall file an action for rescission or reduction of the price within 60 calendar days from such delivery date. If the defect is hidden and cannot be detected by a routine examination, the customer shall notify us immediately when the customer discovers the defect and lodge the action in warranty of the defect within 6 months from the date of delivery.

(2) In case of a defect notified in time, we shall remedy the defect at our sole discretion either by cost-free repair or replacement of the defective goods or the defective components.

7. Limitation of Liability

(1) We shall only be liable for direct loss or damage on whatever contractual or non-contractual basis up to the amount paid or owed by the customer to us related to the relevant case, exclusive of VAT.

(2) We shall not be liable for any indirect loss or damage on whatever contractual or non-contractual basis, including, but not limited to loss of profits, loss of savings, business interruption, loss of production, standstill, fines or consequential damages, such as damage to the customer's property (other than the goods sold) or damages caused by a breach of duty during contract negotiations.

(3) Any limitation of liability mentioned herein shall not apply as far as it is contrary to applicable mandatory law and/or in case of wilful intent on our part.

(4) To the extent our liability for loss or damage is limited, such limitation shall also cover the personal

liability of our employees, staff members, representatives and agents.

8. Retention of Title

(1) We shall retain title to the sold goods until we have received full and final payment for the goods sold.

(2) Until we received full and final payment, the customer shall treat the goods with utmost care and shall at its own expense sufficiently insure the goods against damage caused by fire, water and theft on the basis of its original value. If any maintenance and inspection service work is necessary, the customer shall have such work performed in time and at its own expense.

9. Choice of Law and Dispute Resolution

(1) Any and all legal relations between us and the customer shall be governed by the laws of the Emirate of Dubai and the federal laws of the United Arab Emirates. The United Nations Convention on Contracts for the International Sale of Goods (1980) shall not be applicable.

(2) In case of any dispute arising out of the formation, performance, interpretation, nullification, termination or invalidation of any legal relation between us and the customer or arising therefrom or related thereto in any manner whatsoever, the parties shall first try to solve the dispute amicably; failing that within 30 calendar days after the other party/ies having been notified of such dispute in writing by another party, the following shall apply: Any such dispute shall be settled by arbitration in accordance with the provisions set forth under the Arbitration Rules of the Dubai International Arbitration Center by 1 arbitrator appointed in compliance with such Rules. The seat of arbitration shall be Dubai. The language of the arbitration shall be English. At our sole discretion, we may, however, bring an action against the customer at the court within the jurisdiction of which the customer is domiciled.

10. Miscellaneous

(1) We retain our ownership rights and copyrights to all data and documents, including, but not limited to all drawings and calculations. They shall neither be copied nor be made accessible to any third party without our prior written consent.

(2) Should any individual provision of the Standard Terms be or become entirely or partially invalid, void

AS-Schneider Middle East FZE

P.O. Box 18749 | Jebel Ali Free Zone | Dubai | U.A.E.

أيه إس شنايدر ميديل إيست م ح
ص. ب: 18749 | منطقة جبل على الحرة | دبي | ا.ع. م

or unenforceable, the validity of the remaining provisions shall not be affected. In such event, the parties agree to replace any invalid, void or unenforceable provision by a valid and enforceable provision achieving the economic purpose of the invalid, void or unenforceable provision to the highest possible degree. The same shall apply in case it subsequently transpires that the Standard Terms contain unintended omissions.

AS-Schneider Middle East
FZE