



SWISS STEEL MIDDLE EAST FZCO

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سويس ستيل الشرق الأوسط ش م ح

ص.ب. ٢٦٢٧٠٥ ، دبي ، الامارات العربية المتحدة

هاتف: ٨٨٨ ٦٤ ٨٨٨ ٤ ٩٧١ +

فاكس: ٩٩٩ ٦٤ ٨٨٨ ٤ ٩٧١ +

General Conditions of Sales

1. Scope of Application.

Scope Unless otherwise expressly agreed in writing by Swiss Steel Middle East FZCO, all orders of Swiss Steel Middle East FZCO goods are subject to the present General Sales Conditions, which shall prevail over any and all general and/or particular purchasing conditions issued or set in a Buyer's document, and the Buyer is deemed to have accepted such General Sales Conditions without any exclusions. Any other documents, such as brochures, commercial flyers, catalogues or manuals, such list not being limitative, are for information only and have no binding effect. Swiss Steel Middle East FZCO reserves the right to derive to any of the clauses set forth in the present General Sales Conditions, further to negotiations with the Buyer, such deviation(s) being set in written particular sales conditions.

2. Payment Terms.

Payment Terms will be as officially agreed between the two Parties. If discounts are offered, customer shall have the option to pay invoices according to discount terms. Invoices for payment will be mailed to the customer on their email address provided. Default of payment of part of the price on the corresponding due date shall entail 'ipso jure' the following consequences without prior notice being required:

- The sums due shall bear interest at the payment discount rate equal to the Central European Bank refinance rate increased by 10 (ten) points (X% + 10%).
- A fixed 500 AED compensation for recovery charges will be due by the Distributor for each invoice paid with delay.
- Customer shall be bound to reimburse to Supplier any expenses resulting from the unpaid balance, such as bank charges, protest charges and stamp duties.
- The payment of all other sums owned by the customer to Supplier shall become immediately due, even where draft have been accepted in respect thereof.

3. Delivery, Packing and Invoices.

Delivery shall be made in the quantities, to the location and on the delivery date(s) agreed by customer and Supplier. Supplier will exert every reasonable effort necessary to meet the agreed delivery dates. Supplier will be notifying the customer if it appears that the delivery schedule set forth herein may not be met. Such notification shall include the reasons for anticipated delays, steps being taken by Supplier to remedy any such delays, and a proposed revised delivery date. No charges for packing, cartage or crating will be charged unless stated herein.

We reserve the right to deliver the ordered quantities with a tolerance of more or less 10 %, the Buyer being, in all cases, only bound to pay the price corresponding to the quantities actually delivered.

Delivery time(s) are always for information only.

4. Title

The transfer of title of the Items sold is deferred until full payment of the corresponding price.

Customer is nonetheless liable for any risks as soon as the Items have been made available. In the event of default of payment on the due date, Supplier reserves the right to take back the Items delivered. Supplier's right of repossession may be exercised without distinction on all Items sold by Supplier and still in the customer's possession, to the extent of the amount outstanding.

5. Warranty/ Claims

Customer shall inspect all Items upon receipt thereof and may reject any defective Item, provided that customer shall within the earlier of ten days after receipt of such alleged defective Item notify Supplier of its rejection. Customer shall only return Items to Supplier with Supplier prior written approval. Any Item returned to Supplier by customer shall be shipped, freight prepaid, D.D.P. Supplier's address first set forth above or such other location as Supplier may instruct customer.

In the event that Supplier determines that the returned Item is defective in time rejected by customer, Supplier shall at its option, replace such defective Item, or accept return for credit of such defective Item.

In the event that any rejected Product is determined by Supplier to not be defective or to have been modified or subjected to unusual or unauthorized action, customer shall reimburse Supplier for all costs and expenses related to the inspection, repair, if any, and return of such Item to customer.

Unless otherwise stated in the Supplier's written acknowledgement of an Order, the Supplier do not guarantee the suitability of the Items for the use to which they will be put by customer.



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The choice and testing of the Items are incumbent on customer, the designer or the constructor, who is alone responsible for ensuring that the finished assembly is suitable for the purpose for which is intended.

Any information supplied by Supplier is for the purpose of fulfilling the obligation to advise and inform incumbent on any manufacturer concerned about the correct use of the Items, but can under no circumstances be construed as making the Supplier co-designer or co-constructor of the finished assembly in which the Items are used.

6. Force Majeure

Neither Party shall be held in default in cases of Force Majeure.

For the purposes of the Order, Force Majeure is defined as any event which could not reasonably be prevented by the Party affected by Force Majeure and which hinders the proper performance of a Party's obligations. Examples of Force Majeure are Pandemic, war, whether declared or not, civil disturbances, revolution, terrorism, insurrection, boycott, acts of government non-issue or revocation of export/re-export licenses, strikes of all types affecting all or part of Supplier's production sites or our suppliers, breakage or breakdown of machinery or equipment, whatever the cause, stoppage or cut-back of our power or raw material supplies, fire, floods or the effects of lightning and any similar natural event, natural calamities including for example floods, earthquakes, typhoons etc.

The Party pleading Force Majeure shall give written notice to the other Party as soon as circumstances will allow. In such case the affected Party will be excused from the fulfilment of its obligations to the extent a delay was caused by Force Majeure.

During the duration of Force Majeure each Party shall bear its own costs resulting from the delay in execution of the Works.

7. Price

Price may be subject to revision at the time of invoicing according to the tariffs or price lists, including all schedules or additions thereto applicable on the date of invoicing.

8. Ordering Cancellation

All purchase Orders for Items submitted by customer shall be subject to acceptance by Supplier in writing. Supplier shall have no liability to customer with respect to purchase Orders that are not accepted.

All accepted purchase Orders shall be binding for the Parties and shall not be subject to any cancellation.

9. Intellectual property

Supplier owns all right, title and interest in and to, or is licensed, sublicensed, or otherwise possesses legally enforceable rights to use, free and clear of any encumbrance, all patents, trademarks, trade names, service marks, copyrights, mask works, technology, know-how, that are used in or necessary for the conduct of the business of the Supplier as currently conducted.

10. Applicable and Governing Law

This Order shall be governed by and all disputes shall be resolved in accordance with the laws of UAE.

11. Mediation/Courts

For any dispute or claim ("Dispute") arising out of this Order, the Parties will attempt to resolve any Dispute between them in good faith negotiations to reach a rapid and equitable solution. If the parties are unable to resolve a Dispute through negotiation, then the Dispute shall be referred to and finally resolved by the UAE Courts which shall have exclusive jurisdiction.

12. General

Failure of either Party to enforce any of the part of this Order shall not prevent a subsequent enforcement of such part or be deemed a waiver of any subsequent breach.

Should any provision of this Order, or portion thereof, be unenforceable or in conflict with governing country, state, province, or local laws, the validity of the remaining provisions shall not be affected by such unenforceability, and this Order shall be construed as if such provisions were not contained herein.

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