Scott Bader Middle East. Ltd.

TERMS AND CONDITIONS OF SALE

All contracts of sale of goods made by or on behalf of Scott Bader Middle East Limited (hereinafter called "the Seller") are subject to the following terms and conditions.

1. DEFINITIONS

   In these Terms and Conditions of Sale:
   
   "The Buyer" means the person firm company or organization agreeing to purchase goods pursuant to these terms and conditions.
   
   "Goods" means all goods sold pursuant to these terms and conditions whether raw materials, processor materials or fabricated products.
   
   "branded goods" means goods sold under a manufacturers brand name (other than a branch name owned by the seller)
   
   "INCOTERMS" the 1990 edition of INCOTERMS.
   
   "Order Confirmation" The Confirmation provided to the Buyer of the order placed with seller.

2. PRICES AND PAYMENT

   2.1 The Seller reserves the right to invoice at the prices currently ruling at the date of despatch of the relevant goods no withstanding the fact that some other price may have been quoted to the buyer.
   
   2.2 All prices quoted by the seller are based on the full quantities specified by the buyer and the seller reserves the right to revised prices in the event of quantity being reduce for whatsoever cause.
   
   2.3 Any price list issued by or on behalf of the seller is subject to alteration by the seller without notice.
   
   2.4 Payment in full in respect of the goods shall be made by the Buyer within 30 days from date of invoice of the goods unless otherwise agreed.
   
   2.5 Payment to the Seller shall mean receipt by the sellers bank of all amounts due to the seller.
   
   2.6 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the goods into the country of destination and for the payment of any duties thereon except where it is stated on the face of the Order Confirmation that goods are sold "EXO (duty paid) or "DDP".
   
3. WAREHOUSE

   Weighing will be done at the Seller's works and shall be conclusive as to the weight of the Products on dispatch and for the purpose of invoicing.

4. DELIVERY AND RISK

   4.1 All goods will be deemed sold on the basis of the INCOTERMS referred to on the face of the Order Confirmation save asfar as the same are inconsistent with these terms and conditions and unless otherwise agreed in writing with the Buyer and the seller.
   
   4.2 Any time quoted by the seller in respect of delivery of any goods is estimated by the seller with all reasonable care but cannot be guaranteed and is subject to revision without prior notice. The seller will not be liable in any way whatsoever in respect of delivery dotes whether estimated by the seller or stipulated by the Buyer or otherwise not being met for whatever reason.
   
   4.3 Without prejudice to the generally of paragraph deliveries may be suspended as a result of the manufacturing process and or unforeseen circumstances.
   
   4.4 The seller shall not be required to deliver in any month more than the normal quantity produced during any month.
   
   4.5 Each delivery shall stand as a separate contract and the failure of the seller to make any one delivery shall not invite the contract as to others.
   
   4.6 The Buyer must advise the Seller in writing:
   
   (a) of the non-acceptance of any goods invoiced within fourteen days of the estimated date of delivery of the goods as specially by the seller to the Buyer or in the event of no such estimated date of delivery being specified within two months of the date of the invoice.
   
   (b) of any damage to goods delivered or any shortages in delivery within three days of the relevant delivery and in the event of the seller not receiving such written advice within the aforesaid time limits the Seller shall be under no liability whatsoever to the Buyer who shall be deemed to have received all the said goods in accordance with the terms and conditions of export on the contract.

5. RELIANCE UPON THE BUYER'S SKILL AND JUDGMENT

   The Buyer hereby acknowledges and represents to the Seller that he is entering into the contract with the Seller. In reliance upon his own skill and judgment and not in reliance on any representation or statement whether written or oral and not in reliance on any representation or statement whether written or oral whether express or implied by statute. Trade custom or other wise made in the course of negotiations leading to the contract by or on behalf of the Seller unless the said representation or statement is confirmed by the Seller if writing by any person duly authorised by the Directors.

6. WARRANTY

   Goods (whether or not they are branded goods) are sold with the benefit of the following warranty: that they will in all material respects comply with the description of them which appears on the face of the Order Confirmation.

7. LIMITATION UPON THE SELLER'S LIABILITY

   Any liability upon the Seller in respect of goods sold permanent to these however arising shall be limited to replacement of the goods in question or refund of the price, as the Seller may in its discretion consider appropriate.

8. EXCLUSION OF LIENS

   Save as expressly herein provided the Seller shall not be liable to the Buyer in respect of any representation, warranty, undersigning or condition, whether express or implied by statute, trade custom or otherwise, however and in particular (but without prejudice to the generally of the foregoing) the Seller shall be liable neither for any nonstructural loss or damage however or caused or arising from goods supplied under these terms and conditions.

9. EVENTS OF DEFAULT

   9.1 If the Buyer
   
   (a) is or becomes bankrupt;
   
   (b) is or becomes insolvent;
   
   (c) is or becomes wound up;
   
   (d) makes an arrangement with its creditors or becomes subject to any administration order or goes into liquidation (other than for the purpose of reconstruction or reconstruction) or if a receiver is appointed in respect thereof as provided for by the insolvency Act 1986 or the equivalent legislation in the country of incorporation of the Buyer.
   
   9.2 Without prejudice to any other rights of the Seller if the account of the Buyer with the Seller shall become overdue in whole or in part than all other sums ver to accure due to the Seller from the Buyer shall forthwith become immediately due and payable.

10. RETENTION OF TITLE

   10.1 The ownership of the goods shall remain with the Seller which reserves the right to dispose of the goods until:
   
   (a) Payment in full.
   
   i. Of all sums due in respect of the goods and
   
   ii. Of all other sums due from the Buyer to the Seller at the time of full payment for the goods under this contract on whatsoever account
   
   (b) Such time as the Buyer sells the goods to its customers by way of bona fide sale in the normal course of business at full maker value.
   
   10.2 If such payment is overdue is over due in whole or in part the Seller may (without prejudice to any of its other rights hereunder) suspend further performance of its obligations to the Buyer for such suspension shall have been given treat the contract as wrongfully repudiated by the Buyer and forthwith terminate all contracts between the Seller and the Buyer (without prejudice to the rights of the Seller in respect of such repudiation).
   
11. LAW

   These Terms and any contract for the sale of goods between the Buyer and the Seller shall be governed exclusively by the laws of UAE. The Buyer hereby submits to the non-exclusive jurisdiction of the UAE courts.

12. VARIATION

   Any purported variation of these terms and conditions will be void and of no effect unless specifically agreed in writing on behalf of the Seller by any person duly authorized by the Directors. These terms and conditions shall override any conditions of purchase stipulated by the Buyer unless specifically agreed on behalf of the Seller in the aforesaid manner.