

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" 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 notwithstanding 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 quantities being reduced 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 seller's 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"
- 2.7 Interest at nine per cent (9%) per annum above standard Chartered Bank base rate prevailing at the date of the Seller's invoice shall be payable by the Buyer from the date on which payment became due until the date of receipt by the Seller's Bank of the amounts due to the Seller.

3. WEIGHING

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 sold on the basis of the INCOTERMS referred to on the face of the Order confirmation save insofar as the same are inconsistent with these terms and conditions and unless otherwise agreed in writing between 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 dates 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 any contingency beyond the control of seller (including without limitation epidemic strike lockout not civil common fire accident explosion tempest act of god war, stoppage or navigation or other transport short supply of fuel or raw materials. Acts of any government or government agency or any change in administrative practice with the effect of limiting the seller's right to export the goods or any other contingency whatsoever preventing the manufacture and or delivery of the article and in any such case deliveries may at the option of the Seller be cancelled or with the agreement of the Buyer. Made at the same rate of delivery commencing after the period of suspension but the seller shall in no way be liable for any loss caused by such cancellation or postponement of delivery.
- 4.4 The seller shall not be required to deliver in any month more than the monthly quantity specified by the seller or if no monthly quarterly is so specified. More than the pro rata amount of the maximum quantity provided during period agreed between the parties.
- 4.5 Each delivery shall stand as a separate contract and the failure of the seller to make any one delivery shall not invalidate the contract as to others.
- 4.6 The Buyer must advise the Seller in writing.
- (a) of the non-respect or 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 reliance upon his own skill and

judgment 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. LIMIT 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 TERMS

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 not be liable for any nonstructural loss or damage however or caused by or arising from goods supplied under these terms and conditions.

9. EVENTS OF DEFAULT

- 9.1 If the Buyer
- (a) is overdue with any payment to the Seller (Whether such default be in respect of the whole of any relevant payment or any part thereof) or
- (b) fails to take delivery of any at the goods or.
- (c) Makes default in or commits any breach of his other obligations to the Seller hereunder or.
- (d) Being an individual or number of individuals he or they or any of them shall have committed any act of particular.
- (e) Being a company make any voluntary arrangement with its creditors or become subject to any administration order or goes into liquidation (otherwise than for the purposes of reorganisation 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 or.
- (f) Cases or threatens to cease to trade or if reasonable doubt arises as to the solvency of the Buyer THEN 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)
- 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 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 or
- (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 market value.
- 10.2 If such payment aforesaid is over due in whole or in part the Seller may (without prejudice to any of its other rights) recover and or resell the goods in respect of which ownership is reserved as aforesaid or any of them and may enter upon the Buyer's premises by its servants or agents for that purpose.
- 10.3 If any of the goods are incorporated in or used as material for other goods so as to be practically irrevocable ("the new goods") the ownership in the whole of the new goods shall be and remain with the seller and the Buyer in proportion to material for the new goods until such payment has been made or the new goods have been sold as aforesaid.
- 10.4 Until the Seller is paid in full the sums specified in paragraph 10 (a) the relationship of the Buyer to the Seller shall be fiduciary in respect of the goods and or the new goods. If the same are sold by the Buyer. The Seller shall have the right to trace the proceeds thereof. A like right for the Seller shall apply where the Buyer uses the goods and or the new goods in any way so as to be entitled to payment from a third party.

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.