

GENERAL TERMS & CONDITIONS

ACCEPTANCE

This proposal will constitute a bona fide contract, subject to these terms and conditions and the approval of the Seller's accounts / credit manager. Delivery of the materials/equipment herewith, installation of the specified equipment, the Purchaser's acceptance hereof (either in writing or orally in person or over the telephone), and/or the issuance of an invoice, constitutes a binding acceptance by the Purchaser of the proposal herein. This agreement is the entire undertaking of the parties for the subject matter hereof and there are no promises, agreements, or understandings, oral or written, not specified herein.

PRICE, TERMS OF SALE, CREDIT

- All prices are quoted in good faith; however, from time to time, manufacturers may change prices without notice prior to shipment, we may quote an incorrect price, or applicable taxes may increase in which case any price or tax increase may be added to the Purchaser's price.
- All payments are to be made to the Seller at the address and pursuant to the terms on the opposite side. All credits and terms of sale must be approved by the Seller's Main Office at the time of the order and are subject to review and approval during the life of any contract. A finance charge of 1.5 % per month (18% per year) may be charged on any unpaid balance remaining at the end of every 30-day period. If payment is not made promptly when due, the Purchaser must pay all costs and expenses of collection, including reasonable attorneys' fees. A time payment plan can be arranged only with advance approval by the Seller's Main Office. The Seller may revoke any credit extended to the Purchaser because of its failure to pay when due or for any other reason.
- A deposit will be required on all forward delivery orders. The deposit amount required will be based on the size of the order and the Purchaser's credit history with AYTC.
- The Purchaser shall be responsible for and shall pay all sales, use, excise, governmental surcharge, and other taxes (including penalties and interest) levied in connection with this sale. The stated prices do not include applicable taxes unless specified, and the Seller may charge for the same by a subsequent or supplemental invoice.
- The Purchaser hereby grants and the Seller retains a purchase money security interest in said products/equipment, including the proceeds therefrom, for the purpose of securing the Purchaser's obligation to make payment in full, until payment is received in full in cash or collected funds, at which time the security interest shall cease. The Seller may, at its option, repossess the products/equipment upon the Purchaser's default in payment, and charge the Purchaser with any deficiency. The Purchaser agrees to execute upon demand the appropriate financing statements for perfecting this security interest. If the work is to be performed on a property not owned by the Purchaser, upon the Seller's request, the Purchaser shall provide a Landlord's Waiver in a form acceptable to the Seller.

WARRANTY, INSURANCE, INDEMNITY, GOVERNMENT COMPLIANCE, AND HOLD HARMLESS

- The products and services supplied by AYTC are covered by a 1-year warranty period (unless otherwise stated in our official offers) against manufacturing defects or service workmanship, subject to the products' proper use and utilization. AYTC warranty does NOT cover "wear and tear", "electric motors" (new or repaired) and "electrical parts".
- Claims under this warranty will be honored only upon AYTC's determination that the claim is covered by its warranty, where AYTC shall incur no obligation prior to such determination.
- Should the equipment/machine covered by this warranty encounter an unanticipated breakdown within its warranty period, AYTC will service the same free of charge, at its workshop or at the site, and this free service shall include workmanship and the replacement of spare parts covered by the AYTC warranty.
- AYTC warranty does not apply to the unit, which after delivery by AYTC, have been repaired or altered outside of AYTC workshop or by non-AYTC technicians and engineers in any way so as, in AYTC's judgment, to have adversely affected its operations or, have been subject to misuse, negligence, accident and damage or, have not been maintained according to manufacturer instruction and requirement or, have been installed contrary to the recommended installation practice or, connected to wrong or fluctuated electric current. In any way, alteration, substitution of parts or improper installation or usage shall make null or void any warranty expressed or implied.
- The manufacturer or AYTC has no liability whatsoever for indirect, special, incidental, or consequential damages, including but not limited to lost profits, downtime, loss of material or product, clean-up cost associated with loss of product, or damage to other equipment.
- The Purchaser agrees to hold the Seller harmless from and defend and indemnify it against any of the Seller's or the Purchaser's losses in connection with any property damage, personal injury, or death, whether same relates to any claim, penalty, or fine by a government agency for pollution, environmental damage, clean up, or otherwise, or whether any claim is made by any third party against the Seller or the Purchaser for said damage, personal injury or death is claimed or sustained by the Purchaser or made against the Purchaser or the Seller in connection therewith, including but not limited to damages, costs, expenses, and attorney's fees, except for the extent that said damage, personal injury or death is proven to have been caused by the Seller's sole negligence. Where a penalty, fine, or claim for pollution damage or cleanup is made against the Seller in connection with the installation of materials or equipment, the Purchaser agrees to hold the Seller harmless from and defend and indemnify it against the same.
- No employee or representative of the seller is authorized to change this warranty in any way.
- Environmental compliance is the Purchaser's responsibility. The Purchaser's failure to comply strictly with applicable federal, state, or local requirements, rules, and/or regulations (including but not limited to those applicable to notice) shall completely void all express or implied warranties of the Seller.
- The Purchaser will defend and indemnify the Seller against any claims for damages or profits arising from infringements of patents, designs, trade secrets, copyrights, trade names, and/or trademarks with respect to goods manufactured, either in whole or part, to the Purchaser's specifications.
- The Seller will be excused from performance under this agreement and will have no liability for any period it is prevented from performing any of its obligations, in whole or in part, as a result of delays caused by the Purchaser of a third party or by an act of God, war, civil disturbance, fire, floods, frost, manufacturers' production schedules, installation schedules and coordination of trades, delays in transportation, acts of government agencies, accidents, court order, labor dispute, third party performance or nonperformance, or other cause beyond the Seller's reasonable control, including failures or fluctuations in electrical power, heat, light, or telecommunications, and such nonperformance shall not be a default hereunder or grounds for termination of this agreement.
- The Seller assumes no liability for sales engineering or application information extended by its personnel; the Purchaser agrees to hold the Seller and its representatives harmless from and indemnify them against any and all claims, losses, suits, damages, judgments, and costs, whether direct or indirect, or by reason of any reliance upon said representations concerning sales, engineering or application information provided by the Seller and/or its representatives.

- The Seller, in furnishing services hereunder, is acting only as an independent contractor. The Seller does not undertake by this agreement or otherwise to perform any obligations of the Purchaser, whether regulatory or contractual, to assume any responsibility for the Purchaser's business or operations.

DELIVERY, SHIPMENT TERMS, FREIGHT DAMAGE CLAIMS

- The supply of AYTC products is based on "delivery ex" that is, to be collected from one of AYTC's warehouses in Dubai, unless a delivery point is stated on client enquiries and clearly mentioned in our quotations.
- Delivery of orders to the client's site can be arranged upon request whereby delivery points within Dubai limits are free of charge, subject to scheduling.
- Delivery of orders outside the above-mentioned areas are subject to delivery charges, and shall vary according to location.
- Order confirmations received with no clear mention of delivery point will be considered as "delivery ex". If at the time of order, a delivery point (of outside the above areas) is mentioned, additional charges may be applied accordingly and shall be payable in cash upon delivery.
- Clients are required to clearly specify the delivery point, and contact details of the person in charge of receiving orders, in all of their order confirmations. Failure to do so may inevitably delay the deliveries, and AYTC shall not be held accountable for such delays.
- For order status updates or delivery schedule details, clients are encouraged to coordinate with AYTC Sales Team thru sales@aliyaqoob.com
- Shipping dates are approximate and are contingent on fire, accidents, strikes, floods, manufacture productions schedules, installation schedules and coordination of trades, transportation delays, or other causes beyond the Seller's control. The Seller will exert the utmost effort to perform satisfactorily its shipping obligations and meet installation schedules, but shall not be liable for delay for any reason or for damage in transit of any materials furnished. The Seller may make delivery installments, which will be separately invoiced.
- Delivery offer mentioned as "Ex-stock" in our quotation shall mean, the item(s) shall be released within seven (7) working days, subject to prior sale, upon receipt of order confirmation from the client.
- Order confirmation received without prior valid quotation is subject to acceptance by AYTC, taking into consideration the availability, supply lead time and current value of the required product(s).
- The shipping terms, including the F.O.B. point (such as "shipper's dock" or a designated destination), must be indicated on the face of this proposal. The shipping terms should also include whether freight is "collect" or to be "prepaid and added." If these terms are not indicated, they may be chosen by the Seller. Whenever merchandise is delivered to the designated F.O.B. point, a common carrier (by manufacturer or the Seller), or is received by the Purchaser, whichever is earlier, the Seller's responsibility ceases and full risk of loss (including transportation delays and losses) and title passes to the Purchaser, and the Purchaser shall be liable to the Seller for the full price of the merchandise. Delivery to the Seller's facility for purposes of convenience, coordination, or price protection shall be considered "delivery" for invoice purposes.
- If any damage is evident upon delivery, the Purchaser must make a notation on the freight bill of lading and have the carrier's agent sign upon delivery for claim records. The Purchaser must immediately notify the Seller and file a claim with the carrier, as the Seller assumes no responsibility for goods damaged in shipment. Shortages and hidden damages or defects to goods must be reported to the Seller and carrier within 30 days of receipt of shipment. The quoted prices do not include the cost of unloading, which is the Purchaser's responsibility.

ORDER CANCELLATION

- Order cancellation must be received in writing within three (3) working days from receipt of order confirmation.
- No cancellation will be accepted after such time, as some of our products are specially ordered to suit specific requirements.
- Order cancellation may be accepted in some cases, upon approval of AYTC Management, where such cancellation shall be subject to a charge equal to 15% of the value of cancelled order(s)/product(s).

PRODUCT INSTALLATION

- Our offer on selected equipment/machines may include installation at client's site, subject to scheduling at time of order. Such installation does NOT include any civil work, long distance electrical wirings, piping and air system networks. For some equipment/ machines, civil work drawings may be supplied by AYTC to enable the client prepare its site accordingly.
- Client shall ensure that the site is readily-prepared, including provision of necessary gate pass (if any), before any installation is to take place.
- Clients are encouraged to coordinate the necessary site preparation details and installation schedule with AYTC Sales thru sales@aliyaqoob.com where the need to mention the order confirmation's reference number is mandatory.

AFTER-SALES SERVICE

- For any technical, preventive maintenance and/or repair service requirement related to AYTC-supplied equipment/machines the client must directly contact AYTC's Sales (Dubai) thru telephone number +971-4-3330105 or may send an email thru sales@aliyaqoob.com
- To help prolong the use of selected AYTC-supplied equipment/machines, clients are encouraged to avail of AYTC's Preventive Maintenance Contract, with operational benefits outlined as follows:
 - ✓ Better service level at a lower overall maintenance cost (discounted spare parts and labor fees).
 - ✓ Higher system Return of Investment (ROI) by extending your machines usability.
 - ✓ Experienced technicians to take care of your machine's periodic requirements.
 - ✓ Take advantage of a reliable service provider, and obtain the correct and safe maintenance procedures for your machines.

MATERIALS PROPERTY

- All goods sold shall remain the property of Ali Yaqoob Trading Co. L.L.C until full payment is received.

DISPUTE RESOLUTION AND CHOICE OF LAW

- Any dispute, difference, controversy or claim arising out of or in connection with this contract, including (but not limited to) any question regarding its existence, validity, interpretation, performance, discharge and applicable remedies, shall be subject to the exclusive jurisdiction of the Courts of the Dubai International Financial Centre ("the DIFC Courts").