

General Terms and Condition:

1. Interpretation

1.1 In these Conditions:

"Buyer" means the person who accepts a quotation of the Seller for the sale of the Goods or whose order for the Goods is accepted by the Seller.

"Goods" means the goods (including any instalment of the goods or any parts for them) which the Seller is to supply in accordance with these Conditions and any goods supplied in substitution for or in replacement of or in addition to such goods.

"Seller" means **GENUINE FZE** (registered in UAE - Dubai under number 5348).

"Conditions" means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller.

"Contract" means the contract for the purchase and sale of the Goods.

"Writing" includes letter, cable, facsimile transmission, email and comparable means of communication.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Basis of the sale

2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any written quotation of the Seller which is accepted by the Buyer, or any written order of the Buyer which is accepted by the Seller, subject in either case to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

2.2 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Buyer and the Seller.

2.3 The Seller's employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Seller in Writing. In entering into the Contract, the Buyer acknowledges that it does not rely on, and waives any claim for breach of, any such representations that are not so confirmed.

2.4 Any advice or recommendation given by the Seller or its employees or agents to the Buyer or its employees or agents as to the storage, application or use of the Goods which is not confirmed in Writing by the Seller is followed or acted upon entirely at the Buyer's own risk, and accordingly the Seller shall not be liable for any such advice or recommendation which is not so confirmed.

2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.

3. Orders and specifications

3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed by the Seller's authorised representative.

3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specification) submitted by the Buyer and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

3.3 The quantity, quality and description of and any specification for the Goods shall be those set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).

3.4 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer the Buyer shall indemnify the Seller against all loss damages, costs and expenses awarded against or incurred by the Seller in connection with or paid or agreed to be paid by the Seller in settlement of any claim of infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from the Seller's use of the Buyer's specification.

3.5 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory requirements or, where the Goods are to be supplied to the Seller's specification, which do not materially affect their quality or performance.

3.6 No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in Writing of the Seller and the Buyer shall indemnify the Seller in full against all loss (including loss of profit) costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of any cancellation. Without prejudice to the generality of the foregoing, should the Buyer purport without the agreement in Writing of the Seller to cancel any order which has been accepted by the Seller or refuse to accept delivery of any of the Goods such action shall constitute a breach of the agreement and, at the option of the Seller, the Seller shall be entitled to require the Buyer to pay to the Seller by way of liquidated damages an amount equivalent to 70% of the invoice value of the order so purported to be cancelled or 70% of the invoice value of the Goods delivery of which is so refused (as the case may be). In the event of the Seller so requiring the Buyer shall pay such amount to the Seller (without any deduction) within 2 days of receiving from the Seller written notification of the amount required to be paid. The Seller and the Buyer hereby agree that such amount represents a genuine pre-estimate of the monetary value of the loss and damage likely to be suffered by the Seller as a result of such breach of agreement on the part of the Buyer. For the avoidance of doubt, in the event that the Seller opts to require the Buyer to pay liquidated damages as set out above, and the Buyer duly pays such liquidated damages, neither party shall have any further liability to the other in relation to the Goods in respect of which such liquidated damages are paid.

4. Price of the goods

4.1 The price of the Goods shall be the Seller's quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Seller's published price list current at the date of acceptance of the order. Where the Goods are supplied for export from the United Arab Emirates, the Seller's published export price list relating to the country of destination shall apply. All prices quoted are valid for 30 days only or such lesser period as shall be stated by the Seller on the face of the relevant quotation or until earlier acceptance by the Buyer, after which time they may be altered by the Seller without giving notice to the Buyer.

4.2 The Seller reserves the right by giving notice to the Buyer at any time before delivery to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture) or to any change in delivery dates, quantities or specifications for the Goods which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Seller adequate information or instructions.

4.3 Except as otherwise stated under the terms of any quotation or in any price list of the Seller, and unless otherwise agreed in Writing between the Buyer and the Seller, all prices are given by the Seller are exclusive of carriage charges.

4.4 The price is exclusive of any applicable value added tax that the Buyer shall be additionally liable to pay to the Seller.

5 Payment

5.1 Buyer agrees to pay, without the right to setoff any amount, all invoiced amounts within three (3) days of the invoice date, unless stated otherwise in the Agreement or on the invoice. However, all amounts will be due immediately, in case Buyer terminates or suspends all or a substantial portion of its business activities, becomes insolvent, admits its inability to pay its debts, or in case of the voluntary or involuntary filing of a petition for or adjudication of bankruptcy of Buyer under any federal, state or municipal bankruptcy or insolvency act, the appointment of a receiver, trustee, custodian, or liquidator, or any act or action constituting a general assignment by Buyer of its properties and/or interest for the benefit of creditors.

5.2 Where payment is not made within the terms set forth in this article, contractual interest shall be owed at a rate of 5% a month, or the highest rate allowed by law, if higher, with effect from the first day following expiration of the payment term referred to in this article; part of a month shall be considered a full month.

5.3 Payments made by Buyer shall always be used first to meet all interest and costs owed and subsequently for the settlement of claims under the Agreement which have remained outstanding for the longest period of time, even when Buyer specifies that the payment relates to another claim.

5.4 Buyer shall not be entitled to refuse to discharge or to suspend the discharge of its payment obligations on account of alleged disturbance of, defect or Error in the Products, Software and/or Services or on any other account whatsoever.

5.5 Seller has the right to demand that Buyer immediately furnish security in a form to be determined by Seller and/or make an advance payment, if Seller believes that Buyer's financial position and/or payment performance justifies such action. If Buyer fails to furnish the desired security, Seller has the right without prejudice to its other rights, to immediately suspend the Seller General Terms and Conditions further execution of the Agreement, and that what Buyer owes to Seller for whatever reason will become immediately due and payable.

5.6 Buyer shall be liable for amounts which Seller incurs to collect payment, including without limitation, collection agency fees, reasonable attorneys' fees and arbitration or court costs.

6 Lead Times, Implementation, Risk of Loss

6.1 Seller shall deliver the Products, Software and/or Services in accordance with the Agreement. Delivery and/or development times and dates are merely estimates, as well as lead times or any other deadlines, and Seller cannot be held liable for any damages as a result of delay in delivery of the Products, Software and/or Services. Unless otherwise agreed in writing, failure to meet delivery times or delivery dates stated shall never be considered fatal, and if the time for delivery is exceeded, Buyer shall not be entitled to cancel or terminate the Agreement, or to claim any damages.

6.2 If any delivery period or lead time risks to be exceeded, Seller will inform Buyer as soon as reasonably possible and the Parties will enter into consultations in order to determine a new delivery period.

6.3 Seller is entitled to engage the services of third parties for the execution of an Agreement and to make partial deliveries.

6.4 Unless agreed in writing differently, delivery of Products shall be made EXW UAE, (Ex Works Incoterms 2010). Buyer must accept delivery of Products during normal business hours, failing which all costs arising thereof (including storage charges and freight charges) shall be charged in conformity with Seller's rates or local charges.

6.5 Claims in connection to shortages or errors in shipping must be reported in writing to Seller within three (3) business days of receipt of such shipment. If Buyer fails to report timely, Seller will have no obligation to correct such shipments, unless Buyer bears all expenses thereof.

6.6 Immediately upon receipt of the Products, Buyer shall inspect it for defects and nonconformance with the Agreement and will notify Seller in writing within three (3) days of receipt of a Product, of any defects or nonconformance. After such three (3) day period, Buyer shall be deemed to have irrevocably accepted the Products, if not already previously accepted. After acceptance, Buyer shall have not right to reject the Products for any reason or to revoke acceptance. Buyer hereby agrees that a three (3) day period is a reasonable amount of time for inspection and revocation.

6.7 In the case of any alleged shortage, errors, defects or nonconformance with the Agreement, Buyer shall allow Seller to inspect the Products subject to the alleged defect.

6.8 Notwithstanding the above, Seller will have no obligation to replace or repair any Products if the Products have been handled, processed or stored improperly by the Buyer, or if the Products have already been processed and or if the Buyer has not fully met its obligations under these Terms and Conditions.

6.9 The risk of loss or damage of Products shall pass to Buyer at the moment of delivery Ex Works, or when the Buyer, or an agent or subcontractor acting on its behalf, has effectively assumed control of the Products, whichever is sooner, even if Seller has not yet transferred ownership thereof. Any damage to the Products, or any loss related thereto, shall be for the account of Buyer.

7 Warranty

7.1 Seller warrants its Products and/or Services against errors and defects in materials and workmanship for one (1) year and its Software against errors and defects in materials for three (3) months from the date of delivery, during which time it will use its best efforts to repair any Errors as may be found during such period. However, any such problems encountered in the use of the Products, Software and/or Services as arise out of user errors or inexperience on the part of Buyer and any problems involving any such Errors as could have been brought to light in the context of any acceptance test being performed pursuant to these Terms and Conditions, or out of any other causes not attributable to Seller, shall be for Buyer's risk and account.

7.2 Seller will, at its sole discretion, either repair or replace any Errors and/or defective Product during the warranty period.

7.3 The warranties hereunder do not cover faults or damages arising from faulty, careless, or improper treatment, faulty and unauthorized commission, improper storage or unloading and unauthorized use or misuse of Products, Software and/or Services, and improper or defective environmental circumstances, or a failure caused by a product for which Seller is not responsible.

7.4 In case of repair, buyer will manage at his cost to send the materials to seller location and to collect it back once it's ready again.

8 Entire Agreement

The Agreement and these Terms and Conditions contain the entire agreement between Seller and Buyer regarding Customer's purchase of the Products and/or Services, and supersedes and replaces any previous communications, representations or agreements, or Buyers additional or inconsistent terms, whether oral or written.

9 Force Majeure

Seller will not be liable for any delay in performing or failure to perform any of its obligations under these Terms and Conditions or the Agreement caused by events beyond its reasonable control. Seller will notify Buyer promptly in writing of the reasons for the delay or stoppage (and the likely duration) and will take all reasonable steps to overcome the delay or stoppage.

10 LAW & JURISDICTION

The Contract and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute regulation or otherwise) shall be governed by, and construed in accordance with the laws of the United Arab Emirates.

11 Authorization

Seller representatives are not authorized to modify these terms and conditions.