



GENERAL TERMS AND CONDITIONS OF SALE

1) Definitions

'Company' – AHI Carrier Fzc

'Buyer' - The Party placing the Order on the Company. For all intents and purposes, the person signing/issuing all documents in favour of the Buyer shall be deemed to have the necessary authorization to represent and bind the Buyer and all such documentation shall be deemed to have been duly executed and authorized for issuance by the Buyer.

'Parties' – The Company and Buyer shall collectively be known as the Parties.

'Order' or **'Purchase Order'** – A document, which may or may not include a Proforma invoice accepted by the Buyer and/or a contract signed by the Parties, having as its purpose the purchase of Goods or Services

'Goods' - The Equipment, Spare parts or Services referred to in the Proforma invoice issued by the Company.

'Contract' or **'Agreement'** – The contractual agreement executed by the Company and the Buyer and/or the commercial documents relating to the supply of Goods (and the Buyer's acceptance thereof whether by way of execution of a contract or email confirmation).

'Obligations' – A legal duty to pay or do something.

2) Ethics and Compliance

- a) The Company is committed to the highest legal and ethical standards in the conduct of its business.
- b) The Buyer shall comply at all times with applicable law, including laws prohibiting collusion, conflicts of interest, corruption and unfair competition;
- c) Buyer shall ensure that neither it nor any of its affiliates, agents, or other person associated with or acting on behalf of the Buyer, (i) uses any of its funds for an unlawful contribution, gift, entertainment or other unlawful expense; (ii) makes any direct or indirect unlawful payment to any foreign or domestic government official or employee from its funds; (iii) violates or is in violation of any provision of the U.S. Foreign Corrupt Practices Act of 1977; or (iv) makes any bribe, payoff, influence payment, kickback or other unlawful payment.
- d) Any breach by the Buyer and/or its affiliates of this Clause 2 will be a material breach of this Contract and shall entitle the Company to terminate any order for supply of Goods without further obligation towards the Buyer.
- e) The Buyer shall promptly and accurately record in its books and records all transactions and expenses related to the purchase of the Goods and/or Services from the Company;
- f) The Buyer shall comply with all applicable registration and reporting requirements relating to the purchase of the goods and/or services from the Company.
- g) The Buyer shall refrain from giving gifts to any employee, officer or director of the Company which may infringe upon the Company's policy on receiving of gifts including a prohibition of receipt of any lavish and excessive gifts in any form.

3) Orders

All Orders placed by the Buyer are subject to written acceptance by Company (hereinafter "**Order Acknowledgement**"), and are not binding on Company until and unless so accepted.

Goods are supplied in accordance with the delivery terms provided in each Proforma invoice per Incoterms

2010 and shall be inclusive of the Company's or its supplier's standard packing. Deliveries should be inspected immediately upon receipt by the Buyer for outward signs of damage or for any discrepancy in quantity or type of Goods from those indicated in the Proforma invoice. Should a discrepancy be noted, formal notice thereof shall be provided to the Company within 15 calendar days of receipt of the Goods. In the event the Buyer does not provide such notice within the timeframe indicated herein, the Buyer shall be deemed to have accepted the consignment in accordance with the Order.

3) Transfer of Title and Risk.

Title of the Goods i.e. ownership shall remain vested in the Company until such time as the full Order value of the Goods has been received by the Company. The Buyer must immediately notify the Company of a seizure of any kind, or any other intervention by a third party as regards the Goods, in order to enable the Company to object and to otherwise safeguard its rights. The Company shall have the right to remove and/or recover the Goods from the Buyer or any third party placed in possession of the Goods through the Buyer, at the Buyer's expense, in the event of non-payment, and for such purpose the Buyer hereby irrevocably authorizes the removal and/or recovery of such Goods and indemnifies the Company against any and all claims, including claims for costs, whether direct, indirect or consequential, made by any person against the Company and arising out of the aforesaid removal and/or recovery. Furthermore, Buyer shall refrain from pledging or assigning the Goods as a guarantee or security.

If payment of the Goods is overdue in whole or in part, the Company may (without prejudice to any of its other rights) recover or resell the Goods and may enter upon the Buyer's premises by its servants or agents for that purpose. Such payment shall become due immediately upon the commencement of any act or proceeding in which the Buyer's solvency is involved. If any Goods are incorporated in or used as material for other goods before such payment, the property in the whole of such other goods shall be and remain with the Company until such payment has been made or the other goods have been sold as aforesaid and all the Company's rights hereunder in the Goods shall extend to those other goods.

The Company has the right to register its reserve of ownership of the Goods in the public registry of the jurisdiction of the final destination of the Goods, if applicable.

The risk of loss of or damage to the Goods shall pass to the Buyer in accordance with the Incoterms 2010 stipulated in the Order.

Where the Goods are for sale in a country where local legislation provides transfer of title must take place to ensure re-sale of the Goods irrespective of the fulfillment of the Buyer's obligations regarding payment, then title in the Goods shall transfer to the Buyer provided that the Company shall retain a lien on the Goods until the full amount of consideration for the Goods is received by the Company

4) Prices & Specifications



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Any changes to prices and specifications to take account of variations in labour, material or other costs between the date of the Order and the date of shipment will be mutually agreed between the Buyer and Seller.

5) Duration, Suspension and Termination

The Agreement for supply of Goods shall expire at the end of the validity period stipulated in said agreement or other contractual documentation or upon supply of the Goods and the discharge of each Party's obligations, whichever is applicable. It may be renewed thereafter upon agreement of both Parties.

The Agreement may also be suspended and/or terminated by the Company for convenience upon provision of written notice without obligation or compensation to the Buyer.

If the Company, at the Buyer's request, or due to the Buyer's default, shall agree to suspend or cancel any Order or part thereof, without prejudice to any other rights the Company may have, the Buyer will be liable to reimburse the Company for any costs, loss or expenses incurred or committed to the Company's suppliers.

This Agreement shall terminate immediately if either Party is dissolved or becomes insolvent or bankrupt or is placed under the control of receivers or trustees, or if control of Buyer shall pass to person(s) or company(ies) not acceptable to Company, or if Buyer is otherwise unable continuously, in a practical way, to conduct the business contemplated by the Agreement.

6) Delivery

a) Delivery dates indicated by Company are best estimates only. Time shall not be of the essence and the Company accepts no responsibility or liability for any penalties and/or liquidated damages relating to delay in shipment. The Company shall bear no liability whatsoever for any direct, indirect or consequential loss or damage (including loss of profits, goodwill, reputation etc.) resulting directly or indirectly from failure to supply or delay in supplying any Goods howsoever the same shall have been caused. Company shall inform the Buyer as soon as practical of any delays which might arise.

b) Company shall not be liable for delay in performance or non-performance in whole or in part of its obligations under the contract directly or indirectly resulting from causes beyond the control of either the Company or of the Company's suppliers including, but not limited to acts of God, acts or omissions of the Buyer or third parties.

c) The Company shall have the right to deliver any portion of the Goods specified in an Order and to invoice the Buyer accordingly. The Buyer shall agree to pay for these Goods in accordance with the payment terms stipulated in the Proforma invoice notwithstanding the fact that the Buyer may be unable to receive or provide suitable storage space for any such partial shipment or that the consignment cannot be delivered to a vessel due to conditions beyond the control of either Party.

d) If forwarding instructions are not received by the Company within a reasonable period from date of notification of readiness of the Goods, the Buyer shall take delivery to arrange for storage as soon as the Goods are ready for dispatch. If the Company agrees to store the Goods, it will be on the strict understanding that the Goods are held at the Buyer's risk, that a charge shall accrue to the Buyer for storage of the Goods until

the Goods are dispatched and that the Goods shall be paid for in accordance with the agreed payment terms as if they had been dispatched. Any charges or demurrage after dispatch must also be paid by the Buyer.

e) Where the Buyer refuses for a period exceeding three (3) months to take delivery of the Goods, the Company may lodge the necessary judicial proceedings for orders permitting the sale of the Goods after a lapse of the period fixed by the Company and notified to the Buyer, and the Company shall be entitled to recover its costs/expenses/loss of profit from the sale amount and/or the Buyer.

7) Payment

All payments shall be made by the Buyer to the Company whose bank account beneficiary name is AHI Carrier Fzc. The Company shall at no time accept responsibility for any payments tendered to the account of a beneficiary other than AHI Carrier Fzc.

In the event payment is not made on the date specified in the Order or as per agreed payment terms, the Buyer shall, without prejudice to any other rights of the Company and without need for the Company to give notice, become liable to pay to the Company, interest on the unpaid amount at the rate of 5 percent per month. The amount of interest for late payment shall be proportional to the period of delay and the value of the amounts unpaid on the date indicated on the invoice. Should full or partial payment not be made within 48 (forty-eight) hours of a demand for payment, Company shall be entitled to cancel the Order, at its option, and to reclaim any Goods already delivered, without prejudice to the Company's right of indemnification for any other damages, such as, but not limited to, transportation/storage or insurance costs. No set-off or counter-claim under this or any other Order is allowed without the written consent of the Company.

8) Assignment

No contract entered into between the Buyer and the Company or the General Terms and Conditions stipulated therein and herein or any rights, privileges or obligations hereunder may be assigned by Buyer without the prior written consent of the Company, and any such assignment without the Company's written consent shall be void. Any such assignment shall be subject to the strict fulfillment of the Buyer's obligations. The Company has, without any notice to the Buyer, the right to fulfill, administer or otherwise carry out the terms of the contract in whole or in part through one or more subsidiaries, affiliates or designees authorized to act on its behalf hereunder, and unless such right is exercised only the Company shall be deemed to be the party on the contract for supply.

9) Substitutions

If any Goods specified in the Order become unavailable for whatsoever reason, the Company shall have the right, at its option, to supply a suitable substitute. In the event that such substitution is not practical, the Company's obligation with respect to the unavailable Goods shall, upon notification issued to the Buyer, either prior or subsequent to Order Acknowledgment, be suspended until such time as the unavailable Goods or a suitable substitute can be supplied and the price adjusted accordingly.

10) Drawings and Test



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All drawings and data supplied by the Company shall remain its property and shall be deemed supplied on a confidential basis by the Company for the sole use of the Buyer exclusively in respect of the Goods detailed in the Order.

11) Changes

The Company shall, if practical/feasible, make changes to the Goods requested by the Buyer. If such changes result in delays in delivery or in increased costs, the time of shipment shall be extended to compensate for such delay and the price shall be adjusted accordingly.

12) Guarantee

Company makes no representations or warranties, expressed or implied, with respect to the Goods or spare parts to be sold or services to be provided except as provided in its terms and conditions of sale and in Company's standard printed warranty certificates. Buyer shall adhere to Company's written warranty terms and conditions which may be reflected in the Order/Supply Agreement and is in any case available upon request issued from time to time relating to product warranties and service and to Company's rules for returning any Product or part for repair or service. Buyer will indemnify and hold harmless Company for any and all suits or claims, costs and expenses for any damages or losses, including special, incidental or consequential damages or losses to persons or property, injury to persons including death, or any liability arising out of any contract or written guarantees by Buyer or its own customers, arising from the purchase, use, sale or installation by Buyer of the Goods and parts furnished by Company and expressly excludes any guarantees as to the Goods' being free of defects in material or workmanship.,

Buyer shall be responsible, for the duration of the warranty period and for any extended period provided in applicable law, to the individuals or legal entities to which it sells the Products and/or other third parties for the service, repair and/or replacement of the Goods.

13) Liability

The total proven liability of the Company under an Order as determined by judicial proceedings shall be limited to the amount of such Order. In no event shall the Company be liable for special, indirect or consequential damages of any nature whatsoever, howsoever arising.

14) Nuclear Indemnification

The Company disclaims any liability whatsoever if the Goods are used in any nuclear application. It is the responsibility of the Buyer to notify the Company in writing of any known or potential use of the Goods in any nuclear application, whether direct or indirect, prior to the time the Order is placed.

15) Intellectual Property

Buyer has no right or title in and to the trade name or trademark "Carrier," "Toshiba," "Carrier Corporation", "Toshiba Corporation", "AHI Carrier" or to any trade name or trade mark now, heretofore, or hereafter owned or used by Company or any subsidiary thereof relating to the products specified herein, or to the goodwill associated therewith. Buyer agrees not to use or employ any such names or marks in Buyer's Company name. Dealer shall use any such names or marks only in connection with the display, promotion and sale of the Goods. Upon Company's request, Buyer will promptly discontinue the use of any such names or marks on any signs, displays, stationery,

advertising materials or otherwise. Buyer will reimburse Company for all damages, costs, expenses and attorney's fees incurred by Company to require Buyer to cease using such names or marks or resulting from misuse of such names or marks.

16) Licenses

The Buyer shall be responsible for obtaining and keeping in force all validated import licenses and providing any information to obtain required export licenses. However, in the event that Company is not able in whole or in part to fulfill its obligations hereunder due to the non-issuance of an export license any other license, consent or approval by the government, then Company shall not be in default hereunder and the Order shall be treated as void.

17) Force Majeure

The Company will use its best endeavors to adhere to any stipulated delivery date but shall not be held responsible for any delay caused by reasons beyond its control such as 'Act of God', fire, flood, drought, strikes, lock-outs, trade embargoes/sanctions, transport delays, shortage of labour or materials, or acts of war and civil commotion. In any such case, a reasonable extension of the delivery date shall be permitted. Should the force majeure event extend for a period exceeding three months, both Buyer and Company may agree to terminate the agreement for supply of the Goods with immediate effect or as agreed between the Parties. The Buyer shall be responsible for settling any outstanding amounts due to the Company as of the date of termination.

18) Export Control Compliance

a) The Buyer warrants and understands that the Goods that are being purchased in this transaction may be subject to U.S. and E.U. export control and economic sanctions regulations. As a result, the Buyer hereby represents, certifies and warrants that it shall comply with all applicable U.S. and E.U. export control laws, regulations, decrees, guidelines and policies of, *inter alia*, the U.S. Government including but not limited to the Department of Commerce, Export Administration Regulations ("EAR") and various economic sanctions regulations and guidelines of the Department of Treasury, Office of Foreign Assets Control ("OFAC").

b) The Buyer undertakes to the Company that any Goods which Buyer receives from Company will only be exported (should the case arise) or sold by Buyer in compliance with applicable export control and economic sanctions laws and regulations.

c) The Buyer warrants that it shall not unreasonably withhold any information on the end-use/application of the Goods, the end destination and the end-user of the Goods.

d) Buyer agrees that in the event of any change to the compliance responsibilities of the Company in accordance with applicable export control requirements of the U.S. or E.U. that necessitates the non-fulfillment of any of the Company's remaining obligations, the Company shall be discharged of such obligations under this Agreement.

e) Buyer shall indemnify and hold harmless the Company from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or



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relating to any non-compliance with export control regulations by Buyer, and Buyer shall compensate Company for all losses and expenses resulting thereof, unless such non-compliance was not caused by the fault of the Buyer.

f) The Buyer shall not make, and shall exercise reasonable efforts to ensure that neither it nor its dealers, agents and sub-contractors (if any) do not make, any sales of Products or services, directly or indirectly, solicited or unsolicited, into Iran, Sudan, Syria, North Korea, Cuba, or such other countries or territories as may be designated as sanctioned, denied or otherwise restricted by the US Government:

d) The Buyer is hereby put on notice that the US and EU sanctions on Russia limit the transfer or export of US and EU-origin products, technology, spare parts or components from the Company to certain designated and prohibited entities and individuals, for certain end uses, and to the region of Crimea. The Company shall not supply goods in contravention of the US and EU sanctions.

19) Applicable Law

These General Terms & Conditions of Sale and any Order entered into between the Company and the Buyer under these General Terms & Conditions of Sale shall in all respects be construed and interpreted according to the laws of England. The application of the United Nations Convention on Contracts for the International Sales of Goods shall be excluded.

20) Arbitration

Any dispute connected with the formation, performance, interpretation, nullification, termination or invalidation of any contract entered into between the Buyer and the Company, these General Terms & Conditions of Sale and any Order hereunder, or arising therefrom or related thereto in any manner whatsoever, shall be referred to arbitration in accordance with the Arbitration Rules of the DIFC-LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three appointed in accordance to the arbitration rules of DIFC-LCIA Arbitration Centre. The seat of arbitration shall be Dubai, U.A.E. The language of the arbitral proceedings shall be English.

21) Non-applicability of U.S. Government Procurement Regulations

All components, equipment and services provided by Vendor hereunder are "commercial items" as defined in section 2.101 of the U.S. Federal Acquisition Regulations ("FAR"). Items are being sold on a commercially-priced, fixed price basis. As a company organized and existing under the laws of U.A.E. (Sharjah Airport Free Zone), Vendor operates in accordance with the laws and regulations of that jurisdiction. All performance under this order will take place outside the U.S. and Vendor is not bound by U.S. Government procurement regulations that are directed towards entities operating within the U.S. Vendor may not use privately owned U.S.-flagged commercial vessels in all cases and, therefore, reserves the right to

select a carrier consistent with its normal commercial item procurement practices.

22) Right to Audit

Company shall at any time have the right to audit the books and records, including electronic communications and records of the Buyer as it relates to the scope of supply and/or the Contract in order to satisfy itself that no breach of any of the representations and warranties or agreements herein has occurred. The Company may select an independent third party to conduct, at Seller's expense, such audit. The Buyer shall cooperate fully with any such audit. The Buyer's failure to comply with any of the representations and warranties or obligation herein shall be considered a material breach and the cause for immediate termination of the Contract by Company.

23) General

No variation of or addition to these General Terms & Conditions of Sale shall form part of the Order/Contract unless made or specifically accepted by Company in writing. These General Terms & Conditions of Sale of AHI Carrier take precedence over any other terms and conditions which may be contained in the Company's documentation as well as the Buyer's documentation, to the extent of any inconsistency therewith, and will govern all transactions between the Company and the Buyer. The Company's acceptance of the Buyer's Order is expressly conditional upon the Buyer agreeing to the provisions of these Terms and Conditions. When the Buyer places a Purchase Order on the Company, the Buyer will be deemed to have knowledge of and accepted the provisions of these Terms and Conditions.