

CONDITIONS OF SALE & DELIVERY

THESE CONDITIONS WILL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE UAE

Any contracts/purchases/agreements entered into between Desert River General Trading LLC (herein called 'The Seller') and any person, firm or company (herein called 'The Buyer') will be subject to the Conditions of Sale as set out below:

1. PRICES

Unless otherwise specified by the Seller in writing, all prices quoted are net, exclusive of Value Added Tax (VAT), ex-warehouse Dubai. VAT will be added as per UAE laws & regulations. All prices quoted are, unless stated in writing, valid for 30 days and subject to variation without prior notice. Each quotation is for the stipulated quantities only and will not apply to any different quantity or any other order or enquiry. Seller's TRN number is: 10034 22605 00003.

2. CREDIT ACCOUNTS

- The purchase of goods on credit will be deemed to be acceptance of these Conditions of Sale, in particular acceptance of the Terms of Payment.
- Customers to whom credit facilities have been granted must settle accounts within 30 days from end of invoice month.
- In the event of goods remaining unpaid after the due date the Buyer shall pay interest to the Seller at 2% per month on the outstanding balance from the due date until payment is made in full.
- The Seller reserves the right to refuse to deliver if the Buyer's account is overdue or credit references are unsatisfactory.
- The Seller's contract is directly with the Buyer, and not with any of Buyer's customers or clients. There is no back-to-back agreement in any form.

3. RESERVATION OF TITLE

- The Seller at all times reserves the legal title and beneficial ownership in goods sold by it until payment has been made by the Buyer in full of all sums owing by the Buyer to the Seller.
- Until title to the goods passes to the Buyer, the Buyer shall keep the goods complete and in good condition.
- In the event of non-payment by the Buyer in accordance with the terms agreed by the Seller the Buyer authorizes the Seller to enter upon the Buyer's premises to remove the goods.
- On delivery all risk in the goods pass to the Buyer.
- Until the Buyer has made payment in full of all sums owing to the Seller, the Buyer shall protect and defend the Seller's title to the goods and will keep the goods free from any and all claims, liens, encumbrances, and legal process of Buyer's creditors and other persons.
- Without the Seller's written consent, Buyer shall not assign, transfer, pledge, or grant any security interest in, or otherwise dispose of the goods or any interest in said goods. So long as the Seller continues to have such security interest and retain title, Buyer shall, regarding all such equipment and merchandise, (a) assume all risk of loss and damage, (b) pay and discharge all taxes and liens promptly and (c) maintain in good order and make all repairs.

4. SUPPLY

The Seller can accept no responsibility for loss consequential or otherwise resulting from failure to supply goods, services, material or equipment.

5. DESCRIPTIVE MATTER AND ILLUSTRATION

All illustrations, drawings, catalogues, and descriptive matter are of a generally informative nature only, and do not form part of the specification or description of the goods except to the extent expressly incorporated in them in writing.

6. DELIVERY

The Seller shall not in any circumstances be considered liable for any goods considered damaged in transit, defective, or otherwise, unless such damage is reported to Seller, and the carrier (if any concerned) within 48 hours of receipt of goods by the Buyer. In the event of non-delivery of the goods in whole or in part without

prejudice to the above-mentioned conditions of carriage the Seller shall not be liable unless notice in writing of such non-delivery is received by the Seller within fourteen days of the date of dispatch.

- Dates of delivery are estimated, and no liability can be accepted for any loss consequential or otherwise rising from the delay.
- If the Buyer is unable to accept delivery within 10 working days from notification that goods are ready for delivery, the Seller will charge a handling and storage fee of 100 AED per day until delivery is made, which the Buyer accepts and shall promptly pay.
- Buyer will accept partial delivery if applicable.
- Delivery shall be up to the Buyer's loading bay at ground floor level, not to upper floors or other on-site areas.
- Any replacements due to manufacturing defect will carry the same delivery date as the original order.

7. RETURNS

Any goods supplied in accordance with an order cannot be returned without the Seller's written consent. Application for such consent can only be considered within 30 days from the date of invoice and must be in writing stating date and number of invoice on which the goods were supplied along with an explanation for return. Any agreed returns goods will be credited by the Seller at Invoice price less a 15% handling and re-stocking charge.

8. CANCELLATIONS

Whilst every effort will be made to meet individual buyer's requirements, amendments or cancellations of any order, or part thereof, can only be accepted by agreement. Should the Seller accept cancellation of an order, or part of an order, it is understood that the Buyer will accept a charge for costs incurred by the Seller.

9. LIABILITY

The Seller shall in no circumstances be liable for consequential losses of any kind arising directly or indirectly from or in consequence of, a sale of any goods, by the Seller, or the use of any of the Seller's goods, except in so far as the law expressly forbids the exclusion of liability for a specific condition, guarantee or warranty.

10. SAMPLES

Any samples provided by Seller to Buyer shall be returned within 7 days to Seller in good condition and original packaging, or otherwise will be charged for.

11. CONTRACT CONDITIONS

By doing business with Seller, Buyer acknowledges to have read and accepted these Conditions of Sale. Buyer shall ensure that its purchase order shall not contradict these Conditions of Sale and explicitly accepts that the Conditions of Sale are the prevailing terms when doing business with Seller.

SELLER EXPLICITELY DOES NOT ACCEPT ANY TERMS & CONDITIONS FROM BUYER'S LPO WHICH ARE IN CONTRADICTION WITH THESE CONDITIONS OF SALE. ANY VARIATIONS OR CONDITIONS INTENDED TO BE INTRODUCED BY THE BUYER FORM NO PART OF THE CONTRACT OF SALE BETWEEN THE SELLER AND THE BUYER UNLESS SUCH VARIATION OR CONDITION HAS BEEN AGREED IN WRITING BY THE SELLER.

None of the Seller's employees or Agents has the authority to bind the Seller by an oral agreement at variance to these Conditions of Sale. By purchasing goods from Seller, Buyer explicitly agrees to these terms and conditions.