

BECKHOFF

TERMS AND CONDITIONS OF SALE

1. GENERAL

- 1.1 All sales made by Beckhoff Automation FZE, Dubai, United Arab Emirates (the "Company") are made on the following terms and conditions ("Conditions"). Unless special terms are explicitly agreed to by the Company in writing, these terms shall be deemed to be incorporated as conditions of any order or contract accepted.
- 1.2 These Conditions shall apply to all goods sold by the Company and shall remain in effect unless and until superseded in writing by the Company, and are subject to change without advance notice. These Conditions cancel and supersede any and all terms of sale pertaining to goods (and any supplements thereto) previously issued by the Company to the customer.
- 1.3 If there is a conflict between these Conditions and any separate contract ("Contract") (if applicable), the provisions of the Contract shall prevail.
- 1.4 Credit accounts are opened in the Company's sole discretion, always subject to the return of a completed and signed credit Account Application and the receipt of satisfactory references and a satisfactory credit rating.

2. ORDERS, PRICE AND PAYMENT TERMS

- 2.1 No contract shall come into existence until the Company accepts the order for Goods/Services in writing. Any quote provided by the Company is not binding.
- 2.2 The price for the Goods (the "Price") shall be the quoted price of the Company and payment for the Price shall be made by the customer within 30 days (the "Due Date") of the invoice for the Goods/Services and time for payment shall be of the essence, subject to a credit account being opened for the customer.
- 2.3 Time for payment is of the essence. In case the customer is late in payment, in addition to any other remedies the Company might be entitled to, interest shall accrue on any sums unpaid at the due date at a rate of 8% about the EIBOR rate or the maximum amount permitted by law. Interest shall accrue from the due date until the date of receipt of all outstanding payments. In case the customer is late in payment, in addition to any other remedies, the Company may refuse to make further shipments.

3. QUALITY AND INSPECTION

- 3.1 The goods delivered shall satisfy the specifications and quality standard as agreed, or if absent such agreed specifications and/or quality standard, satisfying BECKHOFF's standard

specifications and the prevailing industry quality standard (collectively the "Applicable Specifications").

- 3.2 Upon delivery, the customer shall conduct an inspection as to the quantity and quality of the goods. If no objection to the quantity and apparent defect in quality is raised within seven (7) working days after delivery, the goods shall be deemed to be in full compliance and have been accepted by the customer with satisfactory quantity and quality and in good status.
- 3.3 For any objection to defect of non-satisfaction of specifications and quality standard as specified in Article 3.1 raised within twelve (12) months or a specified period as provided otherwise ("Claim Period"), the customer may report the defect to the Company. The Company shall not be liable for any objection on quality of the goods raised by the customer after Claim Period.

4. DELIVERY, OWNERSHIP AND RISK

- 4.1 Unless otherwise agreed in writing, the goods shall be delivered according to delivery terms (according to Incoterms 2010) specified in the relevant quote.
- 4.2 Ownership goods will not pass to the purchaser until the goods and any associated services have been paid for in full. Risk of loss or damage will pass to the customer on delivery. Until completion of the transfer of full ownership, the customer shall be bailee of the goods and keep them in their possession and control, provided that the customer may deal with them in the ordinary course of his business if the proceeds in full (apportioned if necessary) of any sale, other disposition, or use thereof, or held to the Company's account.

5. CANCELLATION AND RETURN OF GOODS

Except for customized products, the customer may cancel or suspend an order only with the Company's consent and agreement to the terms that will indemnify us against any expense incurred. In addition, the Company reserves the right to levy a 15% cancellation/suspension charge (based on the gross value of the relevant order).

6. PRICE AND DELIVERY

- 6.1 Prices are subject to the applicable taxes and customs duty to be borne by the customer. In the event that the Company is held liable for any tax or duty payable by the customer, the customer agrees to indemnify and hold the Company harmless from and against any and all such taxes, duties and fees.
- 6.2 Packing and delivery costs will be added to the Invoice.

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Formed pursuant to law no.16 of 2005 with limited liability

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ص.ب: ٣٤١٠٠٧
دبي
الإمارات العربية المتحدة

ذات مسؤولية محدودة تأسست بموجب القانون رقم 16 لسنة 2005

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- 6.3 Any delivery dates quoted are intended as an estimate only, and are not to be of the essence of the contract. The Company shall not be liable in any way in respect of late dispatch or delivery, however caused, or failure to dispatch a breach of contract.
- 6.4 The Company reserves the right to deliver in more than one consignment, and to invoice each consignment separately.
- 6.5 If the customer is unable to accept delivery of goods ordered at the expiration of four weeks after they have been notified that the goods are ready for dispatch, the Company reserves the right to invoice the value of goods.

7. WARRANTY

- 7.1 The Company guarantees all our goods to be free of material and workmanship defects for a period of 12 months from the date of purchase. This warranty is with the original purchaser and includes the product functioning to all Applicable Specifications as per Clause 3.1. If a product fails to meet the Applicable Specifications, the Company will inspect the product and will repair or replace at its discretion. In the event of any defect, the Company's liability shall be limited exclusively to the remedies of repair or replacement (at Company's sole discretion) of any defective product.
- 7.2 Acceptance for the return of the product reported defective by the customer does not imply or acknowledge that the product is defective in design or manufacture. Credit for defective product will only be considered in cases where the defect and a design or manufacturing defect has been verified by the Company. Products that exhibit exposure to conditions not consistent with the product design of function will not be considered, even if they may be within the warranty period.

8. LIMITATION OF LIABILITY

- 8.1 Save in respect of personal injury or death due to any negligence, the Company shall not be liable to the customer in respect of any loss suffered by the customer due to any defect in the Goods and/or Services.
- 8.2 Without prejudice to clause 8.1, the Company shall not be liable to the customer or any third party for any loss of profit, consequential or other economic loss suffered by the customer arising in any way out of or in connection with this agreement.
- 8.3 The aggregate liability of the Company shall be limited to the value of the relevant order.

9. TERMINATION

The Company may, without prejudice to its other rights and remedies, terminate with immediate effect any contract or any unfulfilled part of it or withhold further deliveries or make partial deliveries if;

- 9.1 The Customer fails to make payment by the due date under any contract with the Company.
- 9.2 The Customer purports to cancel or suspend, or commit any breach of any contract between the customer and the Company.
- 9.3 The customer becomes insolvent or makes any composition with its creditors or had a receiver appointed for all or part of its undertaking or assets or goes into liquidation (save for the purposes of amalgamation or restructuring), and the Company shall be entitled to recover from the customer any goods or products not paid for, access to which must be given by the customer, administrator, receiver or liquidator.

10. SET OFF AND COUNTERCLAIM

The customer may not withhold payment of any invoice or other amount due to the Company any reason of any right of set-off or counterclaim with the customer may have or allege to have or for any reason whatsoever.

11. FORCE MAJEURE

The Company shall not be liable for any default due to any circumstances beyond the reasonable control of the Company including, but not limited to, acts of God, war, civil unrest, riot, strike, locks-out, acts of civil or military authorities, fire, flood, earthquake or shortage of supply. In the event that that event of force majeure last for a period of more than three months, the Company shall be entitled to terminate the relevant order(s).

12. EXPORT CONTROL

- 12.1 The Company shall not be obliged to fulfill its obligation if such fulfillment is prohibited or otherwise prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargos or other sanctions.
- 12.2 If the customer transfers goods (hardware and/ or software and/ or technology as well as corresponding documentation, regardless of the mode of provision) delivered by the Company or works and services (including all kinds of technical support) performed by the Company to a third party worldwide, the customer undertakes to comply with all applicable national and international (re-) export control regulations (e.g., United Nations, the United States of America; European Union, United Arab Emirates).
- 12.3 Upon request, the customer shall promptly provide the Company with all information pertaining to particular end customer, destination and intended use of goods, works and services provided by the Company, as well as any export control restrictions existing.
- 12.4 The customer shall indemnify and hold harmless the Company (and any BECKHOFF group company) from and

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against any claims, proceedings, actions, fines, losses, costs and damages arising out of or relating to any non-compliance with the applicable export control regulations by the customer,

13. GENERAL

13.1 If any terms of provision of these conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, the remainder of the provisions hereof shall continue in full force and effect.

13.2 Each party shall keep confidential, not disclose to any third party without the other party's prior written consent, and use only for the purpose of the contract, all information marked or identified in writing as confidential that it receives from the other party under the contract. In particular, the Company's Information shall be treated by the customer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Company's prior written approval. This obligation shall not apply to information: which is or becomes public knowledge other than through a breach of any obligation of confidentiality to the disclosing party; which is independently developed by the recipient of the information; or that is lawfully received from a third party. This obligation shall survive the expiry or termination of the contract for a period of three (3) years.

13.3 The headings in these conditions are for ease of reference only and shall not affect the interpretations of any of these conditions.

14. ENTIRE AGREEMENT

These conditions together with the purchase order constitute the whole of the contract and supersede all prior representations, understandings, agreements or arrangements. As such any variation to the terms of the contract must be agreed in writing by the Company.

15. GOVERNING LAW

These conditions are subject to and shall be construed in accordance with the law of the United Arab Emirates as applicable in the Emirate of Dubai.

16. ARBITRATION

Any dispute arising out of the formation, performance, interpretation, nullification, termination or invalidation of the agreement or arising therefrom or related thereto in any manner whatsoever, shall be finally settled by arbitration in accordance with the provisions set forth under the DIAC Arbitration Rules the "Rules"), by one arbitrator appointed in compliance with the Rules. The place of arbitration shall be Dubai. The language of the proceedings shall be English.

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