

**General Terms and Conditions of Sale, Delivery and Payment of Dee  
and Associates FZ LLC, RAKEZ Free Zone UAE.**

**§ 1 GENERAL**

- 1.1 These General Terms and Conditions shall apply to all offers by and agreements with Dee and Associates FZ LLC (hereinafter referred to as the "Company") relating to the delivery of goods by the Company to the party the offer is addressed to or the other party concerned (hereinafter referred to as the "Customer").
- 1.2 General terms and conditions of the Customer are hereby expressly rejected.
- 1.3 Any provisions that differ from these General Terms and Conditions only apply if and to the extent that they have been approved in writing by the Company.

**§ 2 OFFER**

Unless specifically stated to the contrary in writing, any offer made by the Company, including an offer which contains a period for acceptance, shall be subject to the Company and the Customer concluding an agreement as per § 3 below.

**§ 3 AGREEMENT**

- 3.1 An agreement between the Company and the Customer, as well as any amendments or addition to such an agreement, must be concluded in writing, without prejudice to § 3.2. below. A written agreement is formed when the board of management of the Company and the Customer both sign the contract, or on the date of dispatch (by post and/or by telefax) by the Company of the written order confirmation signed by its board of management. Without written confirmation from the Company's board of management, promises made by and agreements signed with subordinates of the Company are not legally enforceable against them.
- 3.2 If the Company executes the offer prior to the conclusion of the agreement as per § 3.1 by offering the goods ready for collection or delivering them, as applicable under the relevant Incoterms, the agreement between the Company and the Customer shall be deemed to be concluded on the moment of such execution. The contents of such agreement shall be deemed to be accurately and exclusively reflected in the Company's order confirmation or invoice or pro-forma invoice, unless the Customer immediately and in writing and with good reason objects to their contents.
- 3.3 At the time of the agreement's execution, minor deviations within accepted tolerances shall be allowed.
- 3.4 Without the Company's prior written consent, a unilateral cancellation of an agreement by the Customer is void and unenforceable.

**§ 4 CONFIDENTIALITY**

Regarding any and all business information about the Company that has been disclosed to Customer by the Company and/or within the context of the offer or the agreement, the Customer shall maintain confidentiality toward any third party in the broadest sense of the word.

## **§ 5 NOTICES, INFORMATION, STATEMENTS, AND SAMPLES**

Unless the agreement expressly states otherwise, the Company shall not be bound by any notices, information, statements, and samples given or supplied by the Company, regardless of their format or nature.

## **§ 6 PRICE**

- 6.1 The prices stated and/or agreed upon by the Company shall be exclusive of taxes - including Value Added Tax - and levies.
- 6.3 When prices for goods, raw materials, or components to be obtained from third parties, wages, national insurance contributions, freight, insurance premiums, or other cost price factors (including changes in foreign exchange) and charges go up, the Company has the right to raise the stated and/or agreed-upon prices (including import and transit duties).
- 6.4 In the event that the stated and/or agreed prices are (also) dependent on reimbursements of taxes and/or subsidies, and they are not received for any reason, the Company is allowed to alter the prices accordingly.

## **§ 7 DELIVERY TERMS**

- 7.1 The delivery shall be made on the basis of the Incoterm indicated in the pro-forma invoice issued by the Company.
- 7.2 Unless explicitly agreed upon otherwise, the delivery in the European Union shall be made on DAP Incoterms 2022 basis. The cost of transport shall be added to the price of the goods.
- 7.3 The interpretation of the terms and conditions of delivery shall be determined by the most recent edition of ICC's Incoterms at the time of conclusion of the agreement.
- 7.4 The delivery period will begin at the latest on the following dates:
  - the date the agreement was concluded;
  - the date the Company has all the documents, information, permits, exemptions, approvals, allocations, etc., required for the delivery of the goods;
  - the date the Company received a prepayment and/or the date the Company provided a security to which the Company is entitled under the terms of the agreement.
- 7.5 The delivery term shall be dependent on the conditions existing at the time of agreement conclusion and on the prompt delivery of the materials and commodities requested by the Company for the execution of the agreement. The delivery period shall be extended to the extent that is reasonable, taking all circumstances into account, in the event that any delay results from changes in these circumstances or because the materials and/or goods timely ordered for the execution of the agreement have not been delivered in time.
- 7.6 Unless otherwise expressly agreed, the Company shall always be permitted to make partial deliveries.

7.7 Unless specifically stated differently, the delivery date is the expected date and shall not be regarded as a definitive date. A notice of default is always necessary if the delivery date is exceeded due to circumstances for which the Company is liable. Without prejudice to the foregoing, in any event if the delivery date is not exceed for a period longer than three (3) months, the Company shall not be liable for any claims of the Customer in relation to such delay or default.

7.8 The Customer shall only be entitled to terminate the Agreement in the event that the Company is in default with respect to the Delivery Date. Prepaid amounts, advances or deposits will be returned in that situation, however the Company shall not be liable for any damages, costs or interests in connection with such default.

#### **§ 8 TRANSPORTATION AND DELIVERY**

8.1 The Company shall have the right to have the goods transported, unloading included in a manner to be determined by the Company and using means of transportation at the Company's option.

8.2 The Company shall not be responsible for the improper use by the Customer of any documents provided by Company for the transportation of the products to their destination.

8.3 The Company shall have the right, at its option, to either take the products back or to store the goods (or have them stored) at the expense and risk of the Customer in the event that occurrences beyond the control of the Company prevent the goods from being transported to or delivered at the agreed place or in the event that the Customer fails to take delivery of the goods. The Customer is responsible for covering any return shipping and storage expenses. In addition, the Customer must fulfil all of his responsibilities to the Company just as if delivery had taken place.

#### **§ 9 PACKAGING**

91 In addition to the delivered goods, the Company is entitled to separately charge the Customer for packaging for repeated use. In such a case the Company shall send a credit invoice crediting the invoiced amount to the Customer upon receiving said packaging returned by the Customer at his expense, unless the returned packaging is in a worse condition than the one at the time of receipt by the Customer, in which case the amount credited shall be reduced appropriately.

92 The Customer will only be permitted to subtract the value of the returned packaging from the amount credited to him after receiving the credit invoice from the Company.

#### **§ 10 PROPERTY**

10.1 All delivered goods remain the property of the Company until all obligations and sums owed by the Customer in connection with the goods that have been or will be provided by the Company to the Customer according to any agreement, as well as in connection with any failure on the Customer's part to perform such agreements, have been paid in full.

10.2 In order to preserve the Company's ownership of the goods delivered with a retention of title, the Customer is required to store and maintain them properly at all times clearly marked as the property of the Company. Additionally, throughout the term of retention of title, the Customer is required to insure the goods against all risks of damage or loss. Upon request, the Customer must make the policies for these insurances available for the Company to review. Said insurance shall identify the Company

as (co-)insured with an independent right of claim against insurer(s). All claims made by the Customer against the insurers under the aforementioned insurances are required to be assigned to the Company upon request, or the Company is given the right to pledge over any such claims.

10.3 In the event that the Customer is in breach or fails to perform any of its obligations towards the Company, the Company shall be entitled to immediately repossess any goods delivered with a retention of title that are still on the Customer's premises or within the Customer's control without giving prior notice of default. The Customer expressly grants the Company an irrevocable authorization to use its right of repossession as necessary and waives any claims the Customer may have against the Company in connection to such repossession.

10.4 The agreement will be terminated entirely or partially without judicial intervention in the event and to the extent that the Company has used its right to repossess as described in this paragraph, without affecting the Company's rights to claim damages, losses and related costs. After deducting the costs, losses and damage incurred by the Company, the market value—which under no circumstances can be higher than the initial purchase price—will be credited to the Customer.

10.5 The Customer has the right to sell and deliver the goods that were delivered to him with a retention of title to third parties as part of his professional or business activities. In such case the debt that the Customer owes the Company for the goods the Customer has resold will, to the extent that the claim was not already due and payable, become immediately and completely due and payable.

## **§ 11 PAYMENT**

11.1 Payment of the agreed price shall be made at the moment the agreement between the Company and the Customer is concluded, unless specifically stated otherwise in writing or in the proforma invoices.

11.2 Any and all payments must be made in the currency specified on the invoice or the pro-forma invoice, without any deductions, reductions, set-off, counter-claim or withholding. Alleging or pursuing any claim by the Customer against the Company in connection to performance, non-performance or improper performance or termination of the agreement shall not discharge or release the Customer from his obligations to pay any sums under the agreement.

11.3 If the Company has a reasonable suspicion that the Customer won't fulfil his duties, the Company shall have the right, in its sole discretion, to request adequate security from the Customer with respect to the fulfilment of the obligations to pay, prior to performing or continuing to perform. Until the Customer has provided the requested security, the Company is authorised to postpone and/or withhold performing of its obligations.

11.4 Without prejudice to any other rights of the Company (explicitly including the right to compensation of loss on rates of exchange), if the Customer does not pay at the time or within the time specified in § 11.1 of these General Terms and Conditions, he will be in default by operation of law and will be responsible for the statutory interest on the amount due and payable from the date at which the payment should have been made.

11.5 The Customer must reimburse the Company for all expenses, including extrajudicial collection charges and legal aid fees, incurred by the Company due to the Customer's failure to fulfil his obligations on time, in full, or at all. Without prejudice to the Company's right to compensation for actual expenses,

should they be greater, the Company and the Customer agree that the extrajudicial collection costs constitute 15% of the main sum outstanding.

#### **§ 12 RETURNS**

Any goods delivered by the Company may not be returned without the Company's prior written consent. Whenever return shipments occur, they are always done so at the expense and risk of the sender.

#### **§ 13 SAMPLES**

Before delivery, the Customer is allowed to request at his cost that the Company give him a sample of the goods, without prejudice to the Customer's obligations to timely pay any sums due to the Company. In the absence of such action, the Customer shall be deemed to have consented in advance to the quality and condition of the goods.

#### **§ 14 COMPLAINTS AND CLAIMS**

- 141 The Customer may file complaints and/or claims only with respect to quantity, weight, quality or specification of the goods as well as to non-conformity of the supplied goods with the sample(s) made accessible by the Company, without prejudice to § 4 of these General Terms and Conditions.
- 142 Upon arrival, the Customer is required to immediately inspect the goods.
- 143 Any claims regarding defects which were apparent upon inspection of the goods, as well as claims regarding quantity, weight, or specification, must be made in writing within 24 hours after delivery and contain a thorough explanation of the alleged flaws, failing which the Company shall be discharged from all liability with respect to such defects and/or claims.
- 144 Any complaints regarding any other defects than those referred to in § 14.3 must be made in writing within 24 hours of their discovery, and must contain a detailed explanation of the alleged flaws, failing which the Company shall be discharged from all liability with respect to such defects and/or claims. However, the final deadline is three (3) months following delivery, after which any such claim would be void and the Company discharged from all liability with respect to the goods.
- 145 In the following circumstances the Customer's claims over the goods are also void:
  - a. The delivery of faulty or used goods is mentioned in the agreement;
  - b. if the goods have undergone processing or if they can no longer be identified as coming from the Company;
  - c. the defects are (also) caused by ordinary wear and tear, improper or inept handling, usage, storage, or maintenance of the goods;
  - d. The Company has not been given opportunity by the Customer to investigate the complaints and fulfil its responsibilities;
  - e. The Customer has not fulfilled any of his obligations under the agreement in full, proper or timely manner.
- 146 The Customer may only raise his claims against the Company in relation to any parts and/or goods obtained from third parties which have not been treated by the Company only to the extent that the Company may also assert such claims against its supplier. If this is the case, the Company shall in any

event be released from its obligations to the Customer by transferring to the Customer its rights against its supplier.

- 147 If the Customer can directly raise any claim against the manufacturer with respect to the goods, the Customer is not permitted to raise such a claim against the Company.
- 148 Without prejudice to preceding provisions of this paragraph, the Company shall only be obliged, at its sole discretion, to repair the goods, proceed with redelivery, or issue a credit to the Customer for the defective goods. Redelivery shall be subject to these General Terms and Conditions without modification.

#### **§ 15 LIABILITY**

- 15.1 The Company's responsibility under the agreement shall be restricted to performing the responsibilities outlined herein, particularly those outlined in the preceding paragraph.
- 15.2 The Company shall not be liable for any business losses, financial losses or any other indirect losses and/or damages. The Company is also not liable for any loss of profits or loss of use by the Customer.
- 15.3 The Company shall not be liable for any direct or indirect loss or damage, including loss of business, resulting from any infringement of any intellectual or industrial property rights, licenses, or other rights of third parties, unless such infringement is caused by gross negligence or willful misconduct of the Company.
- 15.4 The Customer shall be obliged to hold the Company harmless and indemnify the Company against any loss, damage and liability (including interest and costs) for which the Company is not liable under these General Terms and Conditions or otherwise, if the Company is sued or held liable by any third party for any loss, damage and liability.
- 15.5 The restrictions and exclusions of liability, as well as the indemnity, that are set forth in the paragraphs above for the Company itself are likewise provided for and on behalf of the Company's employees and sub-contractors, any other person engaged by the Company in connection with the agreement, as well as the suppliers of goods and/or parts to the Company.
- 15.6 In any event, the Company's total liability for any and all defects, defaults, breaches, non-compliances, and/or infringements shall not exceed of the value of the goods affected by such defects, defaults, breaches, non-compliances, and/or infringements.

#### **§ 16 FORCE MAJEURE**

- 161 The term force majeure in these Terms and Conditions shall mean any circumstance beyond the Company's control, whether or not foreseeable at the time of conclusion of the agreement, which permanently or temporarily prevents fulfilment of the agreement, and, insofar as these are not yet included, war, danger of war, civil war, revolt, strike, employees' lock-out, freight problems, fire, weather conditions preventing work and other interruptions of the Company's operations or of the operations of the Company's suppliers, as well as default and delay of the Company's suppliers.
- 162 In the case of an impediment to the performance of the agreement due to force majeure, the Company shall have the right, without the need for court intervention, to either suspend the execution of the agreement for a period of no longer than three (3) months or to fully or partially dissolve the execution of the agreement, with no requirement that the Company make any restitution or pay any compensation whatsoever.

## **§ 17 ANTICIPATION OF BREACH**

In the cases provided for by the Law, as well as in the event that the Customer does not, not in time or not sufficiently, fulfil one or more obligations arising for him from the agreement, including the provisions in these General Terms and Conditions, or in the event that there is serious doubt as to the Customer being able to fulfil his contractual obligations towards the Company, as well as in the event of bankruptcy, suspension of payments, complete or partial stoppage of work, liquidation, transfer or encumbrance of the Customer's business, including the transfer or pledging of an important part of his accounts receivable and furthermore in the event that any goods of the Customer are attached before judgement or in execution, the Company shall have the right, without notice of default or judicial intervention, either to suspend the execution of the agreement for a maximum of three (3) months, or to partially or wholly dissolve the agreement, such without being liable to any compensation or guarantee, and without prejudice to any of its other rights.

## **§ 18 SUSPENSION AND DISSOLUTION**

- 18.1 In the event that the Company suspends performance, it will be obliged to choose between executing the agreement and fully or partially dissolving it after the suspension period has ended.
- 18.2 The agreed price will become immediately due and payable in the event of suspension or partial dissolution pursuant § 17 of the General Terms and Conditions, less any costs that the Company will not incur as a result of the suspension or partial dissolution. In the event of a partial dissolution, the Customer shall further be required to take possession of the goods covered by that payment, failing which the Company shall be entitled, at his option, to store the goods at the Customer's risk and expense or to sell the goods at the Customer's expense.
- 18.3 Until the goods have been taken possession of by the Company, the Customer shall bear all risk and expense associated with returning any goods received from the Company by him following the dissolution of the agreement.

## **§ 19 SEVERABILITY CLAUSE**

- 19.1 The remainder of the agreement's terms, including those in these General Terms and Conditions, shall survive the nullification or legal invalidity of any one or more of its provisions. In order to come up with a new agreement, the parties must first discuss the clauses that are no longer lawful under the law or that are otherwise null and void.
- 19.2 If any of the clauses of the agreement, including those in these General Terms and Conditions, conflict with any mandatory clauses that have been or will be stipulated by a competent body in that jurisdiction, the latter clauses shall be deemed to have superseded the clauses in question.

## **§ 20 RESOLUTION OF DISPUTES, APPLICABLE LAW AND CISG**

20.1 Any disputes arising out of or related to these General Terms and Conditions as well as any disputes arising out of or related to the agreement to which these General Terms and Conditions apply shall be subject to UAE jurisdiction and shall be resolved by the courts competent for the place of the registered seat of the Company.

20.2 These Terms and Conditions as well as any and all agreements to which these General Terms and Conditions apply shall be governed by UAE law.