

1. General

1. These Terms and Conditions of Sale (which includes those terms and conditions as set out in any quotation and/or order form ("**Mapei Construction Chemicals Quotation**") ("**Terms**") shall apply to all contracts entered into by Mapei Construction Chemicals LLC ("**MCC**") and/or the sale of all goods, materials and/or products and/or provision of services ("**Products**") by MCC to Buyer (such term to mean any person, company, entity or association which orders or buys Products and deemed to include successors, executors and assigns of such parties). These Terms shall be considered acknowledged and agreed to by Buyer by placing of an order, signing and returning of pro-forma invoice or acceptance of the delivered Product, whichever occurs first ("**Acceptance**").

2. No previous correspondence or agreements between the Parties shall be deemed to form any part of these Terms (unless expressly agreed to by MCC) and any other terms and conditions, including but not limited to any of those of Buyer's, are expressly excluded. These Terms may be amended from time to time without notice at the sole discretion of MCC with a copy available for viewing at

<https://www.mapei.com/ae/en/terms-of-business>, with such amended terms to apply to any orders made by the Buyer.

2. Prices

1. Prices are as set forth in the MCC Quotation but may be varied by MCC to take account of any increase in MCC's costs prior to these Terms being accepted. Any variation in the MCC Quotation, suspension of work or failure to give timely instructions to MCC will give rise to an increase in the Price if MCC's costs are increased as a result. Prices specified herein are strictly net and are exclusive of: (i) all delivery and/or freight charges; (ii) insurance; (iii) the cost to the Seller of carrying out any special test(s), examination(s) or inspection(s) requested by Buyer; exchange rate fluctuations resulting in an increase of MCC's costs; and (iv) any and all federal, state and local excise, sales, use and similar taxes including any interest/penalties, and Buyer shall be liable for and shall pay all such additional charges, however designated and imposed.

2. MCC reserves the right to withdraw any price quotation at any time prior to Acceptance. A price quotation shall be deemed to be withdrawn by MCC if not accepted by Buyer within fourteen (14) days from the date set forth in the MCC Quotation.

3. Deliveries and Risk

1. All delivery dates, including those set forth in the MCC Quotation, are estimates only and time shall not be of the essence with regard to completion of delivery of the Products. MCC shall not be responsible for any delay in delivery or performance even if times or dates have been agreed on in a binding manner and MCC shall not be liable in law, equity or otherwise for any loss or damage (including consequential loss or damage) by reason of any delay in delivery of the Products or any part thereof, nor shall Buyer refuse to accept delivery, repudiate or cancel the contract as a result of any delay and any delay in delivery shall not affect the obligations of Buyer to pay the full price for the Products.

2. MCC may at any time make partial delivery of Product or render services partially.

3. MCC will select the carrier for the Products but such carrier shall not be construed as an agent or representative of MCC.

4. All risk in the Products shall pass to Buyer as soon as the Products are handed over to the common carrier, or leave the warehouse of MCC for the purpose of dispatch. If dispatch becomes impossible through no fault of MCC, the risk shall pass to Buyer on notification of readiness for dispatch.

5. Buyer shall bear all risk of loss in transit and is responsible for filing claims with the carrier and all freight and handling costs.

6. If the Price, costs of transportation or the terms of payment are subject to any change by reason of law, government decree, order, regulation or other act, MCC may in its absolute discretion cancel the order upon five (5) days notice to Buyer and MCC shall not be under any further obligations to Buyer whatsoever, including to supply or deliver the Products.

7. The requirement of Official and Commercial Evidence under the Indirect Export of goods: As set forth in the Article 4.a and 4.b of the aforementioned law and to ensure our compliance with the regulatory requirements, we would require the **Official** and **Commercial** evidence documents of export of goods within 45 days from our date of supply of goods. In case of failure in doing so, Mapei will not benefit of the tax rate of zero percent applicable for the indirect export of goods and therefore will be required to reverse the initial Tax Invoice issued at the rate of 0% VAT and issue a new Tax Invoice with the standard rate applicable at 5% VAT. The customer acknowledges and agrees that it will accept the revised invoice and be obliged to remit the VAT amount to Mapei in view of the regulatory requirement.

The **Official evidence** means Export documents issued by the local Emirate Customs Department in respect of Goods leaving the State including Exit certificate from the customs authorities. The **Commercial evidence** shall include any the following: Airway bill, Bill of lading, Consignment note or Certificate of shipment

4. Payment

1. Terms of payment are stated on the MCC Quotation. All sales are subject to the prior approval of the Credit Department of MCC.

2. All bank fees, charges and commissions are to be paid by Buyer. Payment will be made without any set-off or suspension on any account whatsoever. No deduction of any cash discount shall be allowed as long as older due invoices remain unpaid.

3. If Buyer fails to pay the amounts due, interest will be due by Buyer at a rate of five percent (5%) per month above the prevailing one month rate for Call Deposits of the UAE Central Bank, on any outstanding amount, without any notice of default being required. If, after notice of default has been given, Buyer still fails to pay, the debt may be placed out of hand in which event, in addition to the total amount then due, Buyer will also be bound to pay in full expenses (including legal and non-legal) of collection.

4. If at any time the financial condition of Buyer so warrants, or if Buyer fails to make payment(s) when due, or if Buyer fails to supply requested financial documentation, or defaults in any way, MCC may either alter terms of payment, suspend credit and delay or cease shipment or pursue any remedies available at law or under these Terms. In such event, MCC shall have the right to terminate the contract and thereafter be under no further obligation whatsoever to Buyer and/or require Buyer to forthwith return the Products delivered. In the event of Buyer failing to return such Products, MCC will have the liberty to forthwith enter upon any premises in which the Products are stored and/or located and take possession of such Products and remove the same therefrom. Buyer shall be liable for all the costs and expenses of whatsoever nature incurred by MCC in taking repossession of the Products and shall reimburse MCC all such costs and expenses including attorney's fees.

5. Inspection

1. Buyer shall inspect and examine all Products immediately upon receipt and shall notify MCC of all discrepancies and damages within five (5) days after receipt.

2. If Buyer receives Products with visible or suspected damage or loss, including damages to the packaging, or with discrepancies in weight or size, Buyer shall make relevant records in shipping documents or reject delivery from the carrier and notify MCC immediately. Such notice shall be reasonably detailed and shall specify the discrepancy or reason for rejection.

3. Failure to give notices as provided above in the paragraphs 1 and 2 of this clause within the time specified shall be deemed an acceptance of the Products by Buyer as of the date of dispatch.

6. Warranties

1. Product warranties, if any, are provided by the manufacturer of the Products as may be specified on Product packaging or accompanying documentation of the manufacturer.

2. MCC MAKES NO WARRANTIES WHATSOEVER, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF SATISFACTORY QUALITY, FITNESS FOR ANY PARTICULAR PURPOSE, OR ANY WARRANTY OTHERWISE ARISING OUT OF ANY PROPOSAL, SPECIFICATION OR SAMPLE. MCC NEITHER ASSUMES NOR AUTHORIZES ANY PERSON TO ASSUME FOR IT ANY OTHER LIABILITY.

3. Any deviations of quality, color, width, weight, equipment or design, which are customary in trade or of a minor nature and technically inevitable, are excluded from the warranties.

4. If Products are defective or become defective within the manufacturer's warranty period due to a production or material defect, MCC may choose, at his own discretion, to deliver refurbished or new products, to repair the Products ("Subsequent Performance") or to issue a credit; all other warranty claims, in particular Buyer's or claims to compensation for consequential damage, shall be excluded. Subsequent Performances may be attempted several times.

5. The Buyer warrants that it is a commercial business and the Products are being purchased for the purposes of commercial use only and not for private consumer use.

7. Retention of Title

1. Notwithstanding delivery, MCC shall retain full title to all Products delivered ("Reserved Products") until it has received payment in full of all sums due in connection with the supply of any Products whatsoever to Buyer.

2. Reserved Products should be always clearly marked as such and kept separately from other inventory of Buyer. In the event of any seizure of the Reserved Products by a third party, Buyer shall notify such party of the ownership rights of MCC and inform MCC immediately.

3. Buyer shall have the right to process Reserved Products in the ordinary course of business and sell them subject to retention of title as long as Buyer is not in default of those terms. No pledge or transfer of ownership by way of security is permitted.

4. Buyer hereby assigns to MCC any proceeds (including accounts receivable) derived from selling Products as security for its obligations hereunder until the entire amount due has been paid and will execute any document to perfect this assignment that MCC requests.

5. If Buyer fails to make any payment when due, MCC may repossess or otherwise recover the Reserved Products. At the request of MCC Buyer shall give full assistance in this matter, failing which Buyer hereby agrees it shall be liable for damages in the amount USD 2,500 per day as a fair and reasonable estimate of pre-liquidated damages. All revendication expenses shall be for Buyer's account.

6. During the time when any of MCC's delivery equipment is in the possession of Buyer, Buyer shall take care thereof and shall be responsible for and liable to MCC for damages or destruction thereof for any reason whatsoever. Any repairs to such equipment shall be made with MCC's prior approval and under the supervision of MCC.

8. Limitation of Liability

The liability of MCC for breach of or resulting from Products sold pursuant to these Terms shall be limited to the remedies set forth in these Terms. In no event shall MCC be liable for costs of procurement or substitute Products by Buyer, or for injury or damage to business, loss of profits, special and/or consequential losses, loss of revenues or goodwill, or loss of data. In no event shall MCC be liable for any special, consequential, indirect or incidental damage, however caused, whether for breach of warranty, breach of contract, termination, negligence, or otherwise, even if MCC shall have been advised of the possibility of such damages.

9. Technical Data

Any information contained in MCC's literature including without limitation drawings, recommendations, descriptions, weights, dimensions, price lists, and advertisements, shall be construed only as general information and shall not constitute a representation, warranty or offer to sell, nor shall it form part of these Terms. It is acknowledged by Buyer that such prior information has not been relied upon in entering into these Terms.

10. Patent Infringement

MCC does not warrant that the importation of Products in any other country is free of infringement of any patents of such other country, nor that use of Products in any country is free from infringement. Buyer assumes all responsibility and liability for use of any design, trade mark, trade name, or part thereof, appearing on the Products at Buyer's request. Buyer agrees to indemnify and hold MCC harmless from and against any and all claims, damages, demands, losses, costs and liabilities asserted or arising out of or resulting from any actual or alleged infringement of any intellectual property rights and/or any litigation and/or proceedings based thereon or commenced in relation thereto.

11. Indemnification

Buyer shall indemnify, and keep indemnified, MCC from and against all claims, losses, damages or liabilities, including without limitation legal costs on a solicitor client basis, suffered or incurred by MCC arising out of, or connected with any breach of these Terms by Buyer, the Buyer's use of the Products and/or any negligent acts or omissions of Buyer.

12. Force Majeure

a) MCC shall not be liable to Buyer for any loss, damage, delay, failure performance resulting directly or indirectly from any cause beyond MCC's control, including but not limited to, wars, terrorism, industrial dispute, riots, criminal damage, fire, storm, flood, act of God, accident, non availability or shortage of production equipment, any statute, rule, order, regulation, resolution or supervening illegality made or issued by any concerned government or quasi-government department or authority.

13. Jurisdiction and Applicable Law

The law of the United Arab Emirates shall exclusively govern these Terms. The DIFC Courts shall have exclusive jurisdiction to decide any dispute arising out of or in connection with these Terms and the parties agree that without prejudice to any other rights MCC may have, MCC may bring any and all claims against the Buyer in the DIFC Small Claims Tribunal up to the maximum monetary threshold of United Arab Emirates Dirham One Million (AED1,000,000) (and as may be amended by the DIFC Courts from time to time).

14. Invalidity

Should any provision in these Terms be or become invalid, the validity of all other provisions or agreements shall remain unaffected thereby. Buyer and MCC shall instead be obliged to replace the invalid provision by a valid one which most effectively serves within the limits allowed by law the economic purpose of the invalid provision.