

## General Sales Terms and Conditions

---

### 1. Object and Field of Application

1.1 These General Sales Terms and Conditions apply to all supplies of thermoplastic material extruded profiles (the "Products") provided by Technoform Middle East FZCO (hereinafter the "Seller"). These General Sales Terms and Conditions shall prevail over any other term or contractual condition elsewhere specified, over any other rule expressed in the use or trade practice as well as any rule deriving from the practices agreed by the parties, except explicit derogations agreed in writing by the Seller or expressly reported in the order confirmation released by the Seller (hereinafter "Order Confirmation").

1.2 These General Sales Terms and Conditions apply exclusively to transactions with business customers. Any conflicting or additional terms from the Buyer are excluded, even if not expressly rejected.

---

### 2. Orders

2.1 The Buyer shall transmit the order to the Seller either in a written or digital form, duly signed and stamped by an authorized representative (the "Order"). Any "Order" shall be deemed to include and undertake these General Sales Terms and Conditions.

2.2 The Order shall be confirmed by the Seller by means of written confirmation of the Seller's Offer; Purchase Order form issued by the Buyer; or a signed confirmation on the Seller's Offer for acceptance, whether in physical or electronic form.

2.3 The Product supply agreement (the "Agreement") shall be considered as executed at the time that the Order Confirmation reaches the Buyer's registered address, physically, or electronic via Buyer's official email address. It is understood that once the Order is Confirmed, it constitutes an "Agreement". The Order Confirmation is considered as the Agreement until which time the invoice of the Seller is issued.

2.4 Possible modifications to the Order may be accepted by the Seller on condition that it is possible, and production has not started yet; the Seller reserves the right to charge the Buyer with any cost/charge resulting from the changes requested by the Buyer including the charges already incurred during production.

---

### 3. Technical Documentation

3.1 On sending the first annual Order Confirmation and/or for every new Buyer, the Seller shall transmit the technical documentation on the Products, which have to be considered as an integral part of the Contract (the "Technical Documentation"), among which, for instance:

- (i) Safety Sheet;
- (ii) Delivery Document Sheet;
- (iii) Coating Instructions Sheet;
- (iv) Assembling Sheet;
- (v) Storage Sheet;
- (vi) Material Datasheet;
- (vii) Instructions on Technoform Pallets if used

3.2 In case of modification and/or revision of the Technical Documentation the Seller shall deliver a copy of the revised version to the Buyer. The replacement of the Technical Documentation will be effective upon receipt by the Buyer.

---

### 4. Packing, Labelling and Return of Pallets

4.1 The Products in bars shall be packaged in bundles placed in Single Use Fumigated Wooden/Plywood crates or in re-usable steel containers owned by to the Seller ("Pallets") or packaged in bulk directly inside the containers indicated previously. Each bundle and each Pallet shall carry a label reporting information on the Seller, the Buyer, the contained items and Product quantity, as well as the order reference number and date of production.

4.2 The Products in coils shall be packaged in rolls placed on Fumigated Wooden/Plywood pallets. Each Roll and each Pallet shall carry a label reporting information on the Seller, the Buyer, the contained items and Product quantity, as well as the order reference number and date of production.

4.3 The Buyer should not return the Wooden crates or Wooden pallets, unless otherwise agreed. The Buyer should return the Steel containers to the agreed time and place of delivery. All expenses related to the return of the Pallets shall be solely at the Buyer's charge. It is understood that if the Buyer omits returning the Pallets within the agreed terms, the Seller shall be entitled to charge the cost of the Pallets to the Buyer.

4.4 Other packages different from what described in Article 4.1 shall previously be agreed on with the Seller.

4.5 Reusable steel containers remain the Seller's property and must be returned within three (3) months unless otherwise agreed in writing by the seller. Failure to return reusable containers in due time will result in additional charges.

---

### 5. Deliveries and Dispatch

5.1 Promised delivery date announced by the seller in the Order Confirmation refers to the planned date of dispatch from the factory or warehouse.

5.1.1 Delivery dates are indicative and subject to change. The Seller reserves the right to make partial deliveries or changes to delivery dates.

5.2 Product delivery dates announced in the Order and/or in the Order Confirmation shall not be considered as binding on the Seller.

5.2.1 The Seller reserves the right to withdraw from the Agreement if delivery becomes impossible due to supplier delays, force majeure, or other factors beyond Seller's control.

### Technoform Middle East FZCO

VAT number: 100543522500003

PO Box 336442, Jumeirah Lake Towers, Cluster F, Indigo Icon Tower, Office 2305

Tel: +971 4 321 5615. Fax: +971 4 321 5815 Mail: info.middleeast@technoform.com

5.3 The Seller may deliver the Product with a +/- 5% tolerance on the quantity reported on the Order Confirmation. The Buyer accepts this permissible deviation within the agreed tolerance percentage.

5.5 The Seller shall inform the Buyer about the Product readiness in factory or warehouse premises by remitting Order Confirmation. In case of delays in collection imputable to the Buyer, the latter shall be charged with storage charges corresponding to 3% of the Product price on a monthly basis starting from 7 days after products' readiness. If the delay exceeds the period of 6 (six) months from the agreed date, the Seller may scrap the produced materials and charge the Buyer for the goods.

5.5.1 If the Buyer delays acceptance of goods, the Seller may charge additional costs, such as storage or administration fees.

5.6 The Seller may postpone the date of delivery and/or make partial deliveries in case of force majeure the necessary time to restore normal conditions.

---

## 6. Prices and Terms of Payment

6.1 The prices agreed in the Order Confirmation shall not be subject to any modification, except where expressly agreed otherwise.

6.2.1 Unless otherwise agreed or in individual cases, all prices are quoted as ex works (EXW). The Buyer bears all transport, packing, clearing and customs costs.

6.3 For new Die development projects, once the drawing is confirmed by the Buyer, the Seller shall charge the Buyer a one-off payment for the Product study, development, and production of a sample die until the physical samples are delivered to the Buyer for approval. Such payment shall be deemed due irrespective whether the Buyer subsequently approves or rejects the physical samples.

6.4 The Seller shall issue the Invoice and send it to the Buyer within a maximum time of 48 hours from the dispatch of goods.

6.5 The Seller has the unquestionable right to charge delay interest on the overdue amount, at the market rate, without the need of any formal notice, in compliance with local laws.

6.6 In case of any dispute and/or claims concerning the Product from the Buyer's side, the latter shall not be entitled to suspend or delay the payment of the due amounts nor to claim any compensation. In the event of the non-confirming Products, a non-conformity claim will be initiated to remedy any shortcoming. However, such claims shall not entitle the Buyer to withhold or delay any payments due under the applicable sales terms.

6.7 The seller has the right to suspend or hold any orders of shipments for the Buyer in case of delays or non-payment of overdue invoices.

6.8 The payment shall be made according to the account and instructions noted in the Order Confirmation.

6.9 The Seller may, at its sole discretion and subject to prior approval from its credit insurance provider, may allow payment credit terms to the Buyer. Such terms shall be contingent upon the Buyer's submission of financial information as requested by the Seller.

6.10 Ownership of goods remains with the Seller until full payment is received.

---

## 7. Representations and Warranties

7.1 The Seller represents and warrants that the Product has been manufactured in compliance with national and international laws, norms, and specifications regulating the field.

7.2 The Buyer shall inspect the Products to verify their quality and integrity upon receiving the delivery. The Products must not be used prior to this verification. Any discrepancies, defects, or deviations from the agreed specifications must be reported to the Seller immediately.

7.3 The Buyer shall submit a written claim to the Seller in case of Product faults within 7 days from the delivery and detection, provided such faults fall outside the specified tolerances.

7.3.2 In case of defective goods, the Seller has the right to choose between rectification or replacement of the defective Product.

7.4 In case of faulty Products due to manufacturing, the Seller shall replace them, as the Seller shall remain responsible for the quality of the products it produces. In case of any use of defective products, the Seller shall not be responsible for the finished goods or any relative issues, on condition that the fault is unrelated to natural deterioration, misuse, or incorrect storage as detailed.

7.5 Except for the case of fraud and/or gross negligence, the Seller shall not in any case be liable for damages deriving from Product faults or defects.

7.6 Except for the case of fraud and/or gross negligence, the Seller shall not be liable for losses or damages the Product may suffer during storage if the Buyer failed prompt collection.

7.7 The Seller has the right to decide whether the faulty Products shall be collected or left with the Buyer for scrapping. The Buyer shall not use the defective Products in any circumstances, and the Seller shall not be held liable for any damage resulting from the use of such defective Products.

---

## 8. Termination

8.1 The Agreement may be terminated on the Seller's initiative, in case the Buyer refuses to collect the Products or fails to provide agreed guarantees.

---

## 9. Intellectual and Industrial Property Rights

**Technoform Middle East FZCO**

**VAT number: 100543522500003**

PO Box 336442, Jumeirah Lake Towers, Cluster F, Indigo Icon Tower, Office 2305

Tel: +971 4 321 5615. Fax: +971 4 321 5815 Mail: info.middleeast@technoform.com

9.1 Specifications, drawings, models, samples, Technical Documentation, and dies shall remain property of the Seller and the Buyer shall always keep them confidential and for his own use only.

9.1.1 Technical documents remain the Seller's property and are protected by copyright.

9.2 In case the Buyer has paid for exclusive use of dies and has not use them for more than 3 years, the Seller may discard these upon three months' notice.

9.3 Tools manufactured by the Seller shall remain the sole property of the Seller at all times and shall be retained at its production premises for use in fulfilling the Buyer's orders. If the Buyer has borne the cost of any tooling, the Buyer may have the exclusive usage right, but not ownership.

---

## 10. Treatment of Personal Data

10.1 Each party shall treat data concerning the other party only to perform the Agreement.

10.2 The parties shall comply with applicable data protection laws in reference to GDPR European regulation for data protection.

---

## 11. Confidentiality

11.1 These General Sales Terms and Conditions, Order Confirmations, the Technical Documentation and any other information or material supplied by the Seller to the Buyer are strictly confidential and cannot be shared with third parties without written consent.

---

## 12. Miscellaneous

12.1 Invalidation of any clause does not affect the rest of the document.

12.2 Waivers of rights must be explicit and do not imply future waivers.

12.3 References to laws include future amendments and implementing regulations.

12.4 The export of goods supplied by the Seller is only permitted with the Seller's explicit written consent.

12.5 If the Products are exported by the Buyer's agent, the Buyer shall provide the Seller with proof of products' receipt by submitting relevant port-of-arrival documentation.

---

## 13 Applicable Law and Competent Court

13.1 These Terms are governed by international trade laws.

13.1.1 Export Control and Sanctions Compliance: **The Buyer shall not sell, export or re-export any products supplied under this Agreement to the Russian Federation or Belarus**, whether directly or indirectly. The Buyer will undertake best efforts to ensure that this purpose is not circumvented by third parties in the delivery chain. Any violation of these obligations constitutes a material breach entitling the Seller to appropriate remedies, including termination of the supply agreement. The Buyer shall promptly inform the Seller of any issues in applying these obligations within two weeks.

14.2 Any dispute shall be subject to the exclusive jurisdiction of the Court of Dubai, UAE.

---

**For acceptance of all of the General Sales Terms and Conditions.**

*Date, place*

Customer's stamp and signature