

I. Applicability

1. These general terms and conditions, hereinafter referred to as "**General Terms**", shall apply to and form an inextricable and integral part of all contracts between Driventic Equipment Trading and Maintenance L.L.C S.O.C, hereinafter referred to as "**Driventic**" and the undersigned (other than Driventic), hereinafter referred to as "**Client**", including but not limited to contracts for purchase and sale or performance of service and repair work, as well as offers, acceptances and order confirmations by Driventic. The aforementioned contracts, offers, acceptances and order confirmations are hereinafter referred to, singly and/or collectively, as "**Contract Document**".
2. Should an individual stipulation in any Contract Document be contrary to a provision of the General Terms, the individual stipulation shall prevail.

II. Offers, Orders, Confirmations and Prices

1. In the event of differences between an order or assignment - envisaged by the Client - and Driventic's written confirmation thereof, the Client shall notify Driventic in writing within 8 (eight) days of the date of such confirmation that the confirmation does not conform to the Client's order or assignment. Other- wise Driventic's written confirmation shall be binding upon the Client.
2. Prices offered shall be exclusive of VAT, if any, and in EUR currency, unless otherwise agreed in writing. Transfer of risk, transfer of obligations and division of costs shall be according to the INCOTERM (latest version) defined in the offer or order confirmation. If the Client exceeds a term of payment, interest shall be charged on the outstanding amount at 1% (one per cent) per month from the first day of default until the date of full payment.
3. For service and repair work, hourly and daily rates shall be charged based on the actually worked hours or days according to the time sheets as recorded by Driventic. Travel and accommodation expenses related to the performance of service and repair work shall be borne by the Client at actuals, unless agreed otherwise in writing.
4. Driventic shall not be obligated to fulfil its obligations under a Contract Document or start making preparations for such fulfilment until it has received all information required for the fulfilment from the Client and until all required pre-conditions are met, in particular regarding official external approvals and advance payments or payment securities, hereinafter referred to as "**Obligation Commencement Date**".
5. Driventic reserves the title to any good that it has delivered to the Client until full and final payment for each good has been received.

III. Delivery Time and Periods for Manufacturing and Performance of Service and Repair Work

1. The delivery time (including the manufacturing period) shall only start on the Obligation Commencement Date.
2. If Driventic fails to meet a delivery time confirmed in writing, taking into consideration a grace period of 2 (two) weeks, the Client has the right to demand liquidated damages of 0.15% (zero point fifteen per cent) of the value of the delayed part

for each full week of delay, however, not exceeding a maximum of 1.5% (one point five per cent) of the value of the delayed part. Upon payment of liquidated damages all claims relating to the delay shall be settled. Liquidated damages shall be paid 30 (thirty) days after receipt of the final payment by the Client.

3. Unless clause VI. hereof applies, the Client's potential right of withdrawal from a Contract Document in case of delay in delivery by Driventic shall be excluded.

IV. Warranty and Claims for Defects

1. Goods sold and delivered by Driventic shall be governed by the terms of warranty set forth below:
 - a. Driventic only warrants new goods delivered for a period of 6 (six) months from the day of delivery or installation, whichever comes first.
 - b. The warranty is limited to cost-free repair, replacement or refund of the purchase price - to be decided at Driventic's sole discretion - of the defective item or the defective component, in so far as the defect is attributable to faulty materials or faulty construction. Driventic reserves the right at its sole discretion to refuse service and repair work in countries or regions where it cannot guarantee the safety of the Driventic personnel. In case of warranty the item has to be shipped to the nearest suitable Driventic workshop to be agreed between Driventic and the Client.
 - c. The right to warranty lapses if:
 - (1) the Client or a third party has not fitted or built in the item delivered by Driventic in accordance with the manual or instructions of Driventic or has otherwise done so incorrectly or injudiciously or - in case release of the item delivered by Driventic is required - if the Client or a third party is unable to produce the release document in question;
 - (2) the Client does not notify Driventic immediately after the defect is detected and does not immediately, or within 8 (eight) calendar days after submitting a complaint to Driventic at the latest, give Driventic the opportunity to check and repair the defect;
 - (3) the Client or third parties have performed work on the item delivered or processed by Driventic in respect of which the warranty is claimed without notifying and obtaining written permission from Driventic;
 - (4) the defect is the result of injudicious use, inadequate maintenance, wear or damage;
 - (5) the item is or was not used for the purpose for which it was designed; or
 - (6) the defect is the result of:
 - application of any government regulations regarding the nature or quality of the materials used;
 - materials and/or items used in consultation with the Client; or
 - use of materials, items, working methods and constructions instructed by the Client, as well as use of materials and items supplied by or on behalf of the Client.

2. Service and repair work performed by Driventic shall be governed by the terms of warranty set forth below:
 - a. Service and repair work orders accepted by Driventic shall be carried out in accordance with the recognised technical regulations applicable at the time of order acceptance, and - as long as there are no written agreements to the contrary - in the manner which is customary at Driventic.
 - b. Driventic grants no warranty for the correctness and operation of the overall systems concerned to which the inspected parts belong, in particular, carrying out the service and repair work order shall not be considered to re-instate the warranty period for the product which is inspected and/or repaired. Driventic shall not be liable for recommendations made during service and repair work.
 - c. The warranty provided by Driventic shall be restricted to the rectification of defects (repetition of the agreed service and repair work) within a reasonable time. If the defects are not rectified, i.e. if this is impossible or not reasonably acceptable to the Client or if it is unjustifiably refused or unduly delayed by Driventic, the Client shall be entitled to demand a reduction of payment.
 - d. The warranty period ends 3 (three) months from completion of the service and repair work order.
3. The Client shall forfeit its right to claim that the goods delivered or the service and repair work performed do not comply with the provisions of a Contract Document if the Client fails to notify Driventic thereof in writing within 8 (eight) days after the discrepancy has or could reasonably have been discovered and, in any event, as soon as 3 (three) months have lapsed since the date of delivery of the goods or completion of the service and repair work.

V. Limitation of Liability

1. Driventic shall only be liable for direct loss or damage on whatever contractual or non-contractual basis up to the amount paid or owed by the Client to Driventic related to the relevant case, exclusive of VAT.
2. Unless provided for in clause V.3 hereof, Driventic shall not be liable for any indirect and/or consequential loss or damage, such as loss of profit, loss of savings, business interruption, loss of production, standstill, dry docking or fines on whatever contractual or non-contractual basis.
3. Driventic shall only be liable for claims by the Client against Driventic for damage to property (other than the goods delivered and/or service and repair work performed on) and personal or bodily injury which has been culpably caused by Driventic up to EUR 100,000 (Euro one hundred thousand only) per event and EUR 200,000 (Euro two hundred thousand only) for all events jointly in any 1 (one) calendar year.

Any limitation of liability mentioned in this clause V. shall not apply as far as it is contrary to applicable mandatory law and/or in case of willful intent on the part of Driventic.

Force Majeure

1. "Force Majeure" shall be understood to mean all circumstances that prevent Driventic and/or the Client from fulfilling its obligations under any Contract Document or making preparations therefor as a consequence of war, threat of war, civil war, riots, terrorism, war risk, fire, water damage, flooding, epidemics, strikes, sit-down strikes, lockouts, attachment, import and export restrictions, government measures, defects to plant, power cuts, shortage of materials, base and auxiliary materials, defects to means of transport and transport restrictions, in each case both with respect to the business of Driventic and in that of its suppliers and those charged with storage or transport, as well as any other causes which are not attributable to or which may arise outside the control of Driventic.
2. Force Majeure shall also be understood to mean an event where a government of a country, whether related or not related to Driventic, the Client or a Contract Document, imposes sanctions, embargos or other restrictions which, at Driventic's sole discretion, may negatively effect any of Driventic's or DRIVENTIC group's business interests anywhere, should Driventic continue executing any Contract Document.
3. An agreed period for delivery or completion for the performance of service and repair work shall be extended by the period during which Driventic is prevented from fulfilling its obligations due to Force Majeure.
4. If the delivery or performance of service and repair work is delayed for more than 12 (twelve) months due to Force Majeure, both the Client and Driventic shall be entitled to terminate or cancel any Contract Document, as the case may be, in respect of the part of the Contract Document not fulfilled, subject to the provisions of clause VI.5 hereof. Should clause VI.2 hereof be applicable, Driventic shall be entitled to terminate or cancel any Contract Document, as the case may be, immediately.
6. Without prejudice to the general effect of the foregoing provisions of clause VI. hereof, no event of Force Majeure shall excuse the non-payment by the Client of any sum due and payable under a Contract Document.

VI. Termination Fee

1. If a contract or an order is terminated by the Client for convenience and/or not realizable due to any event of Force Majeure as set out in clause VI. hereof, the Client shall be obliged to pay to Driventic a percentage of the agreed price, hereinafter referred to as "Termination Fee", as defined in the table below.

Percentage of delivery time lapsed	Percentage of price to be paid to Driventic
0%	10%
up to 10%	18%
up to 20%	30%
up to 30%	48%
up to 40%	62%
up to 50%	72%
up to 60%	80%
up to 70%	88%
up to 80%	95%
up to 90%	100%

2. The delivery time lapsed as described in above table shall be calculated based on the relation between (a) the period of time between order placement or effectiveness of contract until the specified delivery date and (b) the period of time between order placement or effectiveness of contract until the point of time Voith has received the Client's written termination notice. The Termination Fee shall be paid within 30 (thirty) days from the invoice date and may be offset against a received advance payment, if any.

VII. Termination

Without prejudice to other termination rights provided for in the General Terms, Driventic shall be entitled to terminate or cancel a Contract Document, as the case may be, in whole or in part, by giving a notice period of 2 (two) weeks, without being held liable for damages towards the Client and without prejudice to Driventic's right to claim damages from the Client, if:

- the Client is declared bankrupt or applies for a provisional moratorium;
- a request from the Client (a natural person) to declare a debt rescheduling arrangement applicable is granted by a court of law;
- the Client loses the control of its assets or parts thereof as a result of attachment, a tutelage order or otherwise;
- the Client fails to receive or collect the goods at the agreed date; or
- the Client fails to fulfil any of its obligations, regardless of whether they arise under a Contract Document or by reason of law.

5. Transfer and Pledge of Rights and Obligations

The Client shall not be permitted to assign or otherwise transfer any rights or obligations under any Contract Document to a third party or have a third party accept the same, save with Driventic's prior written approval. The Client shall not be permitted to pledge any claims that the Client may have against Driventic, for any reason whatsoever, to a third party, without Driventic's prior written approval.

I. Formal Requirements

1. Any Contract Document shall only be valid if made in writing, signed by at least 1 (one) manager of Driventic and stamped with Driventic's company stamp, hereinafter referred to as "Formal Requirements".
2. Amendments of and supplements to any Contract Document shall only be valid if they comply with the Formal Requirements. The same applies for the cancellation of the requirement for the Formal Requirements.

XI. Applicable Law and Dispute Resolution

1. Any and all legal relations between Driventic and the Client shall be governed by the laws of the Emirate of Dubai and the federal laws of the United Arab Emirates. Applicability of the United Nations Convention on Contracts for the International Sale of Goods (Vienna 1980) shall be expressly excluded.
2. Any dispute arising out of the formation, performance, interpretation, nullification, termination or invalidation of any Contract Document or arising therefrom or related thereto in any manner whatsoever shall be settled by arbitration in accordance with the provisions set forth under the Arbitration Rules of the Dubai International Arbitration Centre, hereinafter referred to as "Rules", by 3 (three) arbitrators appointed in compliance with the Rules. The seat of arbitration shall be Dubai. The arbitration shall be conducted in English language.

XII. Invalidity, Unenforceability and Omissions

Should any provision of the General Terms or any Contract Document, in whole or in part, be or become invalid, void or unenforceable, for whatever reason, the remaining provisions shall remain effective. In such an event, Driventic and the Client shall replace the provision that is wholly or partially invalid, void or unenforceable with a valid and enforceable provision which comes as close as possible to the invalid, void or unenforceable provision with regard to purpose and economic considerations. The same shall apply in case it subsequently transpires that a Contract Document contains unintended omissions.

We herewith confirm and acknowledge having read and fully understood the above GENERAL TERMS AND CONDITIONS OF Driventic Equipment Trading and Maintenance L.L.C S.O.C

For and on behalf of: _____

Signature, Stamp: _____

Name and Position: _____

Date: _____