

General Terms & Conditions of Sale

These General Terms and Conditions of Sale govern the relationship between SchlegelGiesse Middle East Building Materials Trading LLC (an LLC company duly incorporated under the laws of UAE holding trade license no. 756498 and TRN 100226686200003, with registered address at Sheikh Zayed Road - P.O.Box 52766 - 3rd Interchange -Al Quoz Ind. Area, Dubai, UAE) (hereinafter referred to as #SGME”) and any natural person or juristic entity which has contacted SGME for the purpose of purchasing goods (hereinafter referred to as the #CLIENT”), and are to be read alongside every Quotation issued by SGME to every CLIENT. SGME and the CLIENT are hereinafter collectively referred to as the #Parties”.

1- Definitions

- 1.1. #Delivery” shall mean the handing over or delivery of the Goods by SGME to the CLIENT or its agent.
- 1.2. #Delivery Time” shall mean the estimated period for the delivery of the Goods to the CLIENT as set in the Quotation or as communicated to the Client by SGME.
- 1.3. #Force Majeure Event” means in relation to either Party, an act of God or intervening or supervening regulation or law, provided that no act or event shall be a Force Majeure Event in relation to an affected Party unless it has taken all steps (if any) which it could reasonably be expected to have taken in order to prevent such act or event or the consequences of the same from occurring. For the avoidance of doubt, Force Majeure Events shall any natural disaster or any event beyond the reasonable control of the Parties.
- 1.4. #Goods” shall mean the items specified in the Purchase Order.
- 1.5. #Order” shall mean a Purchase Order once confirmed by SGME.
- 1.6. #Purchase Order” shall mean confirmed order for Goods as sent by the CLIENT to SGME.
- 1.7. #Quotation” shall mean the quotation sent by SGME which includes the prices for the Goods identified by the CLIENT in the RFQ.
- 1.8. #Request for Quotation” or #RFQ” shall mean the proposed order given by the CLIENT to SGME requesting a Quotation for certain goods to be supplied by SGME.
- 1.9. #Special Conditions” shall mean the special conditions contained in the Quotation which shall supersede the relevant T&C contained hereinbelow.
- 1.10. #Terms and Conditions” or #T&C” shall mean these General Terms and Conditions of Sale.

2- Scope

- 2.1. Every Order with effect from the date of the CLIENT’s receipt of a Quotation is governed by these T&C which constitute the framework agreement regulating every contractual relationship between the Parties.
- 2.2. These T&C shall be deemed as clearly understood as fully recalled in relation to every Order and any other contractual arrangement made by the Client following receipt of the relevant Quotation from SGME.
- 2.3. The T&C contained in this document replace all previous negotiations, writings and commitments between the Parties and govern every ongoing relationship.
- 2.4. Potential exemptions and/or additional conditions to these T&C shall be agreed in written form, and the validity of these Special Conditions shall be restricted to the specific Order for which they were agreed. Such Special Conditions shall not be understood as amendments to these T&C in relation to any previous or following Orders.

3- Orders

- 3.1. Any order for the supply of Goods by SGME to a CLIENT must be initiated by the CLIENT’s submission of a RFQ to SGME.
- 3.2. Upon receipt of the RFQ, SGME shall issue a Quotation to the CLIENT, which shall be regarded as an invitation to the CLIENT to place a Purchase Order and shall be without obligation or prejudice to SGME.
- 3.3. The Quotation shall be valid for acceptance by the CLIENT for a period of 30 days from the date of issue of the Quotation, unless withdrawn by SGME at any time prior to receipt of the Purchase Order.

3.4. The placement of the Purchase Order by the CLIENT to SGME shall indicate that the T&C as contained herein are deemed acceptable by the CLIENT, shall warrant that the CLIENT has the authority to submit orders to SGME, shall indicate the final list of Goods required by the CLIENT, and shall bind the CLIENT to these T&C.

3.5. Every Purchase Order submitted to SGME by the CLIENT must be in written format and complete with all the necessary information to allow SGME to clearly identify the ordered Goods. The CLIENT must provide to SGME all the information and indications necessary and/or useful for the proper performance of its obligations in a clear, unambiguous and detailed way. SGME may request the CLIENT to provide documents and/or other material useful for the obligation implementation at any time. The CLIENT is solely and fully responsible for what it has provided and/or submitted to SGME.

3.6. A valid and binding Purchase Order for the purchase of the Goods by the CLIENT shall only come into effect between SGME and the CLIENT upon SGME' issuance of the confirmed Order to the Client by letter, fax, or e-mail.

3.7. Irrespective of any acceptance by SGME of any Purchase Order from the CLIENT that may contain provisions inconsistent with or purporting to vary or reject any of these T&C, any contract arising from any such acceptance shall be subject to these T&C, unless and only to the extent that SGME expressly agrees, in writing, to any such variation.

3.8. All illustrations, drawings, data relating to weight, dimensions, colours, etc., regardless of whether or not these have been included in the Quotation or Order, price lists, advertising materials, other documentation, or suchlike, shall be approximate only, shall be without obligation, and shall not bind SGME, unless SGME has expressly confirmed the contrary in writing with regards to the specific Order.

3.9. SGME retains the right to modify the features of its products at any time and will give notice of any such modifications through the publication of its updated catalogue.

4- Prices and Payment Modalities

4.1. The price applicable to each supply is the one displayed in SGME General Price List (or SGME Specific Price list, as applicable).

4.2. All prices contained in the SGME General Price List (or SGME Specific Price list, as applicable), Quotation, and Order shall be in the currency stated thereon and exclude any bank charges, special packaging, and transportation costs.

4.3. SGME reserves the right to adjust the price of the Goods in the event that the applicable foreign exchange rate for any foreign purchase of materials differs between the time of issuance of the Quotation by SGME and Delivery of the Goods to the CLIENT.

4.4. The quoted price in the Quotation is based upon the scope and quantities referred to by the CLIENT. Should there be any variation in the total quantity of Goods ordered, SGME reserves the right to amend and/or vary the price it has previously quoted.

4.5. All prices on the SGME General Price List (or SGME Specific Price list, as applicable), Quotation, and Order are exclusive of any value added or sales taxes, export or import duties, stamp duties, and clearance charges, and any other tax and/or fee and/or tariff, unless the Parties have otherwise agreed. In the event that any tax or duty is levied on the price of the Goods mentioned in the Order, the CLIENT shall be liable for the payment thereof, and SGME shall be entitled to add any such amount to any invoice raised in respect of the Goods.

4.6. Value Added Tax applies according to the legislation in force. The CLIENT shall provide SGME with any and all information necessary to ensure the proper application of the existing Value Added Tax legislation to each supply of Goods.

4.7. No payment due to SGME shall be set-off against or withheld on account of any counterclaims by the CLIENT, unless such counterclaims are acknowledged in writing by SGME and set-off thereof specifically authorized by SGME in writing.

4.8. The place of payment is before SGME' domicile, regardless of the payment modalities agreed upon between the Parties.

4.9. The payment conditions set out in Quotation issued by SGME are mandatory, and the CLIENT shall be deemed to have accepted them upon issuance of the Purchase Order to SGME.

4.10. Any delay and /or irregularity in payments gives SGME, in addition to all other remedies available to it by law, inter alia:

4.10.1. the right to demand payment of interest on the amount due from the day after the expiry of the payment date at the rate provided for by law, without prejudice to the right to compensation for the potential greater damage incurred by SGME; and

4.10.2. the right to suspend the ongoing supply of ordered Goods, even those not relating to the payment in issue.

4.11. SGME reserves the right to demand an irrevocable and unconditional letter of credit or post-dated cheque as payment prior to effecting the Delivery of any Goods.

4.12. The CLIENT shall be liable for and shall reimburse SGME for all costs, including legal costs, incurred by it in the collection of any outstanding payments, and does further hereby absolve and hold SGME harmless for any loss or damage sustained in, or by reason of, the institution of any legal proceedings for the collection of the said outstanding payments.

5- Reservation of Ownership

5.1. Notwithstanding that the risk in and to the Goods shall pass to the CLIENT as provided in clause 8 hereof, the CLIENT acknowledges and understands that ownership of the Goods shall remain vested in SGME until such time as payment in full by the CLIENT for the Goods has been effected to SGME.

5.2. Until such time as payment for the Goods has been effected to SGME, the CLIENT is prohibited from pledging the Goods as security, and resale thereof shall be permissible only in the CLIENT's ordinary course of business and only on the condition that the CLIENT receives immediate payment from its customer and pays SGME.

5.3. In case of breach of payment obligations by the CLIENT, SGME shall be entitled to recover the Goods from the CLIENT and the CLIENT shall be obliged to return the Goods to SGME until payment therefore is effected.

5.4. In the event the CLIENT sells the Goods to its customers before payment in full for the Goods has been made to SGME, then the CLIENT shall:

5.4.1. assign to SGME the benefit of any claim against such customer(s); and

5.4.2. account to SGME for the proceeds of the sale of the Goods sold or any part thereof until the CLIENT's total indebtedness to SGME is discharged.

6- Delivery

6.1. Notwithstanding any specific additional agreement as mentioned in clause 6.2. below, the Delivery Times shall be extended in respect of any delay caused by industrial dispute including strikes and lockouts, circumstances such as fire, war, mobilization, requisition, embargo, currency restrictions, insurrection, import restrictions, shortage of transport, general shortage of materials, restrictions in the use of power, Force Majeure Event, or by any cause beyond the reasonable control of either SGME or any of SGME's subcontractors, suppliers or agents.

6.2. The Delivery Time will be factored to business days and shall be treated as an approximate, non-binding date only, and the CLIENT shall not be entitled to cancel the Purchase Order nor have any claim, of whatsoever nature, against SGME arising from delays in Delivery (howsoever caused), with the CLIENT hereby waiving any such rights.

6.3. Unless otherwise stated in writing by SGME, the Goods are supplied ex-factory and delivery to a carrier or any other agent of the CLIENT, including loading, shall constitute Delivery to the CLIENT.

6.4. If Delivery is required other than ex-factory, SGME may, at its discretion, agree to effect Delivery to an address nominated by the CLIENT, provided that all transportation costs shall be for the account of the CLIENT and the risk in and to the Goods shall pass to the CLIENT, with SGME being deemed to be an agent of the CLIENT for the purposes of effecting delivery.

6.5. At the time the Goods are received, the CLIENT must verify the integrity and the qualitative and quantitative match with what is specified in the relevant documents, with the subsequent requirement for the CLIENT to note any potential discrepancies and/or differences and to report them to SGME within 8(eight) days of Delivery; while acceptance of return materials is within 3 months of delivery; otherwise potential entitlement to substitution or compensation shall be lost.

6.6. In case SGME, for any reason, will not be able to carry out the Delivery of the Goods with one unified action, it may fulfil its obligation through partial Deliveries, without incurring any liability because of the partial Delivery.

6.7. If Delivery is delayed or varied by an act or omission of the CLIENT or its agent, the CLIENT shall be liable for any additional costs which may be incurred by SGME as a result of such a delay or variation.

6.8. The shipping and delivery modalities, as well as ones relating to the allocation of costs, are determined in the Order issued by SGME.

7- Packaging

7.1. Unless otherwise stated in writing, the Goods will be packed in accordance with SGME' customary standard packing. Any special packing required by the CLIENT must be communicated by the Client, and accepted by SGME in writing, and the costs thereof will be for the CLIENT's account.

7.2. Durable packaging material, such as pallets and other non-disposable material, shall remain the property of SGME and must be returned to SGME at the first request of SGME. SGME shall be entitled to charge the CLIENT a deposit for the use of such durable packaging material, which deposit shall be refunded once the packaging material has been returned to SGME in an undamaged condition.

7.3. The CLIENT shall not be permitted to use or sell the packaging material originating from SGME or delivered via SGME other than with the packaging content originally delivered.

8- Risk

8.1. The risk in and to the Goods shall pass to the CLIENT as follows:

8.1.1. On Delivery in terms of clause 6.3 or deemed Delivery in terms of clause 6.4;

8.1.2. If dispatch or Delivery is delayed at the request of the CLIENT, the risk for the period of delay will vest in the CLIENT from the day of readiness for dispatch.

8.2. The CLIENT must ascertain whether the Goods contained in the Quotation and Order and the accompanying packaging, labelling and other information comply with all the governmental or other relevant authorities' provisions and regulations in the country of destination. The use of the Goods and the conformity with the governmental or other relevant authorities' provisions and regulations shall be for the risk of the CLIENT.

9- Transfer of Rights

9.1. SGME shall be entitled to cede, assign and transfer all its rights and obligations in terms of these T&C to any other person, and the CLIENT understands and gives its consent to any such cession or assignment. The CLIENT shall not be entitled to cede, assign and transfer any of its rights or obligations in terms hereof without the prior written consent of SGME.

10- Cancellation of Purchase Order

10.1. A Purchase Order, once placed by the CLIENT and confirmed by SGME, may only be cancelled, varied, or suspended by the CLIENT by notice in writing to SGME and only if SGME accepts such cancellation in writing. In the event of such cancellation, variation or suspension, the CLIENT shall compensate SGME for any costs or loss incurred, including but not limited to loss of profit and any consequential losses or damages.

11- Warranty and Liability Restrictions

11.1. All representations by SGME with regards to quantities and/or other indications relating to the Goods shall be made with the utmost care, and will comply with international standards for the classification of goods of a similar nature, although SGME cannot guarantee that some deviations shall not occur. The CLIENT acknowledges that certain specifications of the Goods may vary from batch to batch of the Goods manufactured and that this variation will not invalidate the Purchase Order. The CLIENT must, on receipt of the Goods, check that the Goods received tally with the quantities and/or indications given or agreed with SGME.

11.2. The products provided for by SGME are not covered by warranty for latent defects, except as provided for in clauses 11.3, 11.4, and 11.5.

11.3. With the exception of misconduct and gross negligence, SGME is not liable for any injury or direct or indirect damage (including consequential damage or loss) that may arise from any vice and/or discrepancy of the provided Goods, and in any case, the burden of proving SGME misconduct or gross negligence is on the CLIENT.

11.4. The existence of defects or faults, as well as errors or size differences exceeding the normal tolerances of production, which may be detected and reported by the CLIENT in accordance with clause 6.5, compels SGME to compensate the CLIENT either through, at SGME' discretion, the reimbursement of the price of the defective Goods or their replacement with an identical or a functionally similar Good, subject to the mandatory condition that the alleged defective Goods show no tampering of any kind and are installed in full accordance with the technical parameters established by SGME and specifically set out in the products instructions of use, or available on the web site or by simple request before the SGME Technical Assistance. In any case, the CLIENT shall return the defective products according to the modalities specifically identified by SGME.

11.5. In case the defective Goods are replaced by SGME according to clause 11.4, no new obligation or condition will originate from such substitution or replacement.

11.6. The CLIENT shall indemnify SGME, its directors and/or any of its employees against any claims from third parties who suffer any loss in connection with the execution of these T&C as a result of acts or omissions of the CLIENT, the inaccuracy or incompleteness of any information provided by or on behalf of the CLIENT, and/or unsafe situations in its business or organization.

11.7. The CLIENT shall be liable for all installation and usage specifications, especially in respect of the fire-retardant specifications as may be required for the Goods and the installation requirements with respect to fire prevention and shall at all times adhere to these requirements. The CLIENT shall be liable for and shall indemnify SGME, its directors and/or any employees against any claims from third parties who may suffer any loss in connection with the usage of the Goods and the supply and installation thereof, in the event of the cause or spread of any fire as a result of the supply, installation or usage (or for any reason whatsoever) of the Goods by the CLIENT.

11.8. The CLIENT shall be responsible to ensure that the Goods that are purchased and supplied by SGME are in accordance with the relevant product's specifications for the purpose they are purchased and utilized by the CLIENT. The CLIENT shall be responsible for the compliance of the Goods with the required safety standards that may be required by the relevant authorities from time to time. The CLIENT shall indemnify SGME, its directors and/or any employees against any claims from third parties who may suffer any loss in connection with this clause 11.8.

12- Force Majeure

12.1. In case of a Force Majeure Event or interruption in the supply of Goods for any reason (even one pre-existing the stipulation of the T&C between the Parties) preventing or worsening the entire or partial supply of the Goods, SGME will be allowed to extend the time of Delivery until the end of the Force Majeure Event.

12.2. SGME shall not be held responsible or liable to the CLIENT for any loss, damage or delay suffered by the CLIENT owing to any Force Majeure Event which renders performance of its obligations under these T&C and the Order beyond the reasonable control of SGME and cannot be attributed to negligence or wilful non-performance of its obligation.

12.3. If, after a six months period from the time in which the Force Majeure Event occurred and such event has not concluded or continues to produce its obstructive effects in relation to the service performance, the Order for the Goods shall be considered as dismissed.

13- Termination

13.1 These T&C (along with any arrangement made pursuant to the Purchase Order) shall be considered as expired according with immediate effect upon written notice by SGME if the CLIENT infringes any of the obligations provided for in clause 4.9 (even in relation to a single payment instalment and/or deadline) and clause 14.1 of these T&C.

13.2. At the time of the termination of these T&C, according to and for the effects of this section, all Purchase Orders pertaining to the CLIENT not already accepted by SGME shall be considered automatically dismissed and deleted.

14- Intellectual Property Rights and Confidentiality

14.1. Unless otherwise agreed in writing, the CLIENT shall not have a claim on trademarks that are owned by SGME and/or by companies directly or indirectly controlled by or linked to SGME, nor on other intellectual and/or industrial property rights (including, without limitations, inventions, patents, know-how of each product, process, method, machinery and/or device, trade secrets, distinctive signs, programs, data and databases) of SGME and/or concerning products of SGME and/or companies directly or indirectly controlled by or linked to SGME.

14.2. The CLIENT acknowledges that information pertaining to SGME, which includes but is not limited to commercial and marketing information, information concerning goods and services prices, technical and technological information, know-how, plans and information relating to the customer needs, data, documents, handbooks, processes, methods, non-material rights, contractual conditions reserved for the customer, agreements, licenses, programs, financial information, and any other information provided for by SGME (orally or on magnetic, optic or paper medium) during the progress of the relationship with the CLIENT constitutes confidential business information, and that such information shall be considered secret information according to law and shall be kept as confidential and in the sole interest of SGME.

15- Processing of Personal Data

15.1. SGME and the CLIENT authorize each other to the processing of personal data relating to the requirements provided for and/or subject to the supply agreements/contracts/arrangements between SGME and the CLIENT, in accordance with the existing law in force.

16- Indulgences

16.1. Any relaxation, indulgence, forbearance, or extension of time on the part of SGME shall not in any way be construed as or be deemed to be a waiver, abandonment, or novation by SGME of any of its rights in terms of these T&C, Orders, and any Special Conditions.

17- Severability

17.1. In the event of one or more clauses of these Terms and Conditions being legally invalid or unenforceable, the remainder of such conditions shall be in no way affected, and the invalid provision shall be severable from the remaining provisions of the T&C.

18- Applicable Law and Jurisdiction

18.1 These General Terms and Conditions and all the following supply agreements concluded by SGME and the CLIENT are governed and ruled by and in accordance with the laws of Italy. The enforceability of the United Nations Convention on Contracts for the International Sale of Goods of 1980 is excluded.

18.2 Any and all disputes between SGME and the CLIENT regarding the validity, termination, implementation, effectiveness, interpretation, liability of these T&C and/or individual orders and/or individual supplies, as well as for disputes depending on and/or in any way linked to such relationships, shall be in the exclusive jurisdiction of the Courts of Bologna (Italy).