

TERMS AND CONDITIONS OF SALE AND DELIVERY

1. General

Orders are accepted by Sika UAE L.L.C (called "Company") Subject to these terms and conditions of sale and delivery (the Terms and Conditions) and the placing of an order by a party (a Customer) with the company is deemed to be acceptance of these Terms and Conditions by the customer. No variation or modification of, or substitution for, these Terms and Conditions shall be binding unless expressly accepted by the Company in writing.

2. Quotation

No quotation constitutes an offer by the Company to supply the goods or carry out the work referred to in that quotation. No order placed by a customer in response to a quotation will be binding unless accepted by the Company in writing (an Accepted Order). All Accepted Orders are subject to the availability of the necessary materials and to the Company obtaining any necessary authorization and/ or licenses and to these authorizations and licenses remaining valid.

3. Prices and Terms of Payment

a) All prices given in quotations are provisional and the price of any quotation (each being based on the prices and cost of materials, including but not limited to, labour, fuel, transport and overhead expenses current at the date of the quotation) may be varied by the company at any time to correspond with any variation in prices and costs which may occur at any time before delivery of an Accepted Order to the Customer is completed.

b) Unless otherwise stated in the Company's quotation or price lists current at the time a quotation becomes an Accepted order, prices quoted are net. The Customer shall pay the Company in UAE Dirhams, 30 days from the date of the Customer invoice, unless agreed otherwise by the Company and the Customer.

4. Title

The Company shall retain title to the goods and materials provided by the Company to the Customer for an Accepted Order (the Goods) until all moneys owed by the Customer to the Company have been fully paid. Until the Customer has fully paid the company, the Customer shall, if required by the Company, store the Goods in a manner, which clearly indicates that the Company has title to the Goods. The Customer shall in any event hold the Goods as bailee subject to the Customer's right to deal with the Goods in the ordinary course of the Customer's business on the basis that it is dealing with the Goods as bailee and, any moneys received as a result of such dealings shall be held by the Customer for the benefit of the Company. In the event that the Customer does so deal with the Goods but does not obtain payment as a result, the Customer shall, at the Company's request, assign to the Company any debt owing to the Customer in relation to such dealing and the Customer shall permit the Company to effect recovery of any such debt, with all powers permitted by law.

If the Customer fails to pay for the Goods, the Company shall be entitled, without prior notice, to enter the Customer's premises at any time and retake possession of the Goods. The Company is not liable for any form of risk relating to the Goods and all such risk shall pass to the Customer as provided by these Terms and Conditions.

The Provisions of this clause 4 (Title) shall apply notwithstanding any subsequent or other agreement, between the Company and Customer, under which the Company or a related corporate entity gives the Customer credit.

5. Exclusion of Warranties

a) The Company is subject to conditions and warranties required by statute relating to the state, quality or condition of the Goods. To the extent required by statute any liability of the Company arising from the breach of any condition or warranty shall not exceed the total net invoiced amount (excluding VAT) of the Goods. The Company may discharge any amount owed by it to the Customer by either replacing or repairing the Goods affected. The Company's option to repair or replace the Goods is subject to the Customer having complied with all instructions given to it by the Company concerning the manner in which the goods shall be used.

b) Except to the extent provided in sub-clause 5 (a) above, the Company is not liable for any loss or damage, consequential or otherwise incurred in relation to the Goods including, but not limited to, any loss or damage incurred directly or indirectly as a result of any failure, breakdown, defect or deficiency in the goods.

c) The Company shall provide any advice or approval (the Advice) concerning the plans or specifications or any related matter subject to the condition that the Company shall not be liable under UAE law in relation to the Advice.

d) Any drawings, description, weights or dimensions (each Specifications) submitted by the Company are approximate only and intended merely as a general guide and the Company shall not be liable for any error or omission in relation to any Specification.

e) No representation in relation to the Goods shall be binding on the company unless in writing and signed by the Company's General Manager.

f) The Company reserves the right to change the production methods of any of the Goods.

g) The Company takes every reasonable precaution in the manufacture of the Goods and when compiling information about the Goods.

h) The Customer must take standard precautions when handling Company's chemical products in order to protect the skin and eyes. These chemical products should never be taken internally or used otherwise than for the purpose prescribed by the Company. No liability shall be accepted by the Company in the event or misuse of these chemical products. If any mishap occurs the Customer should contact a hospital, the poisons information centre or the Company.

i) The Customer acknowledges that the Company is not in the business of supplying services and that any advice or other information provided by the company is done so gratuitously.

6. Data Sheets

The information set out in the technical data sheets and any other written documents issued by the Company (the information) is of a general nature only and the company assumes no responsibility for any reliance the Customer places on the information.

7. Designs

The Company shall not be liable in respect of any claim which may be made against the Company for infringement of registered design which may arise as a result of the Company carrying out instructions given by the Customer and the Customer agrees to indemnify and keep indemnified the Company from and against all or any such claims and against all cost, damages and expenses incurred by or recovered against the Company in respect of any such claims.

8. Delivery

The Company reserves the right to change the Customer delivery charge depending on the quantity of the Goods and the freight distance. Any delivery dates given by the Company are approximate only and the Company shall not be liable for any loss, damages or expenses consequent upon any delay in delivery from any cause. No delay shall entitle the Customer to cancel any Accepted Order or to refuse to accept delivery of the Goods at any time.

9. Packing

All containers referred to in the current price list are standard Sika sizes, and are free of extra charge and non-returnable. The company shall charge the Customer extra for special packing.

10. Shortage, Damage or Loss in Transit

The company shall not be liable for shortage, loss or damage to any Goods in transit unless written notice is given to the Company in accordance with the terms and conditions of the insurance cover effected in respect of the relevant consignment. All damage must be reported in writing to the relevant carrier and the Company at the time of receipt of Goods; and no claims will be considered unless the Customer complies with the obligations in this clause 10 (Shortage, Damage or Loss in Transit).

11. Return of Goods

The Company shall not accept special order material and material with an expired shelf life in return for credit. The Customer may return standard material to the Company for credit under the conditions below.

a) Prior authorization is obtained from the Customer's Sika representative.

b) Material and packaging material are, to the Company's satisfaction, in resalable condition.

c) Material must be accompanied by proof of purchase, such as a delivery note or invoice.

d) The Company shall charge the Customer twenty percent, restocking charge and a credit note of 80 percent invoiced value will be issued.

12. Resale

The Customer may only sell any of the Goods under the trademarks or trade names registered by the Company, and the Customer must ensure that such goods are only sold subject to these Terms and Conditions unless otherwise expressly agreed in writing by the Company.

13. Force Majeure

The Company may cancel or suspend its obligations under its contract with the Customer (the Contract) without incurring any liability for any loss or damage resulting from the company's cancellation or suspension of the contract in certain uncontrollable or unforeseeable circumstances, including, but not limited to, act of God, government act, war, fire, flood, explosion, civil commotion or industrial dispute of a third party, armed hostilities, act of terrorism, revolution, blockage, embargo, strike, lock-out, sit-in, industrial or trade dispute adverse weather, disease, accident to (or breakdown of) plant or machinery, shortage of any material, labour, transport, electricity or other supply, or regulatory intervention.

14. Legal Construction

These Terms and Conditions are governed by and shall be construed according to the laws of the UAE. The Company and the Customer each consent and submit to the jurisdiction of the Courts of Dubai in the UAE.

15. Illegality

If any provision of these Terms and Conditions is or becomes illegal, invalid or unenforceable in any respect under any law, the legality, validity, enforceability of the remaining provisions shall not in any way be affected or impaired.

16. Extent of Conditions

These Terms and Conditions supersede and prevail over any general or special terms or conditions imposed or sought to be imposed by the Customer at any time in relation to any order.

17. "Low emitting materials (paints, coatings, adhesives, sealants) not certified as per the 2010 Dubai Green Building Regulations and Specifications are not intended to use in the Emirates of Dubai"