

GENERAL TERMS AND CONDITIONS

Redington Gulf FZE (together with its subsidiaries) (hereinafter referred to collectively/individually as "Seller") is committed to conducting its operations in a professional and ethical manner. Therefore all business partners, not restricted to resellers/customers, suppliers, service providers (hereinafter referred to as Business Partner) are expected to adhere to the highest standard of professional, moral and ethical conduct, respect all applicable laws and not engage in any form of unethical business practices. We expect all our Business Partners to conduct business in a manner that would not in any way compromise Redington values

General:

Any variation to the Terms and Conditions with respect to commercial terms/arrangement (including any special terms and conditions agreed between the parties shall not be valid unless agreed in writing by the Seller.

Purchase Orders

1. Reseller / Partner shall place Purchase Order in written or electronic form (Fax or e-mail). Such purchase order shall describe the Products ordered, the quantities requested, delivery dates requested, Prices, Shipping instructions and other information as may be reasonably appropriate or necessary for fulfilling the order.
2. If there are any special shipping requirements, including but not limited to pallet material, pallet size, special label on the carton, alteration in shipping address, then Reseller / Partner shall specify clearly before executing the order.
3. Confirmed Purchase Order: Upon receiving a Purchase Order from Reseller / Partner, Redington will issue a Proforma Invoice (P/I) to Reseller / Partners to confirm the delivery and commercial terms.

Delivery Terms

Unless otherwise stated in PI/invoice standard INCO terms for delivery shall be ex-works and risk of goods shall be transferred on this basis.

Acceptance of Delivery

Upon delivery, Business partner or his authorized representative/agent shall sign a proof of delivery confirming receipt of products. Such a document shall be conclusive evidence of delivery of Products/Services to the Business Partner and the Seller shall be deemed to have fulfilled its obligations and Seller shall not be responsible for any claims whatsoever.

Price and Payment terms

1. Prices shall be agreed on Proforma Invoice/Purchase order and shall not be subject to any variance unless expressly agreed in writing.
2. Prices quoted/charged are exclusive of Value Added Taxes (VAT). VAT at applicable rates would be charged in addition to the agreed prices.

3. Unless and otherwise agreed in writing, our invoices fall due for payments 30 days from the date of invoice.
4. Reseller / Partner is not entitled to deduct or set off any amounts from any payment unless expressly agreed to by a issuance of a credit note issued by Redington. Such credit notes would also be subject to VAT, wherever applicable.
5. Seller may suspend future deliveries until payment is received in full for due invoices. In case of delayed payment, Seller reserves the right to charge a late payment penalty computed at a rate which is prevailing country inter- bank offer rate plus 2.5%.
6. Any additional cost implication arising from change in local taxes structure will lead to increase in prices to that effect and this will be borne by the customer.

Compliance with Export Controls and Sanctions

Definitions:

Export Controls regulate the shipment or transfer, by whatever means, of controlled items, software, technology, or services out of U.S. (termed an “**Export**”).

Anti-Corruption Laws” means the United States **Foreign Corrupt Practices Act** of 1977, the **U.K. Bribery Act** 2010 and all other **laws**, rules, and **regulations** of any jurisdiction applicable concerning or relating to **bribery**, money laundering or **corruption**.

Restricted Party means the consolidated list of prohibited or restricted individuals, companies, and entities listed by the Departments of Commerce, State and the Treasury.

Restricted Country means countries which are restricted for export of certain products by using the blocking of assets and trade restrictions to accomplish foreign policy and national security goals. For a list of current sanctioned countries go to <http://www.treasury.gov/resource-center/sanctions/Programs/Pages/Programs.aspx>.

You acknowledge and understand that Seller and/or any of its affiliated or subsidiary companies may provide you with products, including hardware, software and/or technology that may be subject to United States and other government export control regulations and restrictions.

Accordingly, you hereby agree:

- That you will not transfer, export, or re-export, directly or indirectly, any Products acquired from Seller to Cuba, Iran, North Korea, Sudan, and/or Syria, Crimea region or any nationals thereof, or to any other country subject to restriction under applicable laws and regulations, and that we are not located in, under control of, or a national or resident of any such country; if you are engaged in shipping Seller supplied products to such locations, you acknowledge that you could be subject to and responsible for U.S /EU export licensing requirements;
- That you will not use the Products in any activity related to the development, production, use or maintenance of “Weapons of Mass Destruction,” including without limitation, uses related to nuclear, missile and/or chemical/biological development and that you will not transfer, export, or re-export, directly or indirectly to any party engaged in any such activity; if you are engaged in such activities, you acknowledge that you could be subject to and responsible for U.S /EU licensing requirements;

- That you will not transfer, export, or re-export directly or indirectly to any party listed any prohibited from receiving Products by U.S. Government or prohibited by applicable law and that you are not on, or under control of anybody on, any such list;
- That you will comply with all applicable regulations and restrictions whenever you transfer, export, or re-export Products obtained from Seller;
- That you shall comply with all applicable anti-corruption and bribery laws of the country in which you operate including the US Foreign Corrupt Practices Act and UK Bribery Act. These regulations advocates for Zero tolerance on an form involving bribery and corruption either directly or indirectly and prohibit to offer or receiving gifts in any way involved in influencing the decision of the receiver or trying to seek business advantage.
- That you shall intimate/notify us in case of any non-compliance or breach of these representations. In case of any such breach, Redington shall have the right to terminate any transactions or engagement on an immediate basis without any liability.
- That you shall comply with the applicable privacy laws of the country in which you operate.

Force Majeure

The Seller shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, shortages or with respect to any Internal Trade Controls. The seller shall have the right to terminate the transaction on an immediate basis without any liability in case of such restrictions with respect to trade controls.

Warranty

Any warranty for the products/goods distributed or sold by the Seller shall only be as per the Vendor's (brand owners) policy.

Limitation of Liability

Notwithstanding anything to the contrary, to the maximum extent allowed by applicable law, in no event shall Seller be liable for any indirect, incidental, consequential, punitive or special damages, including but not limited to, loss of use, revenue or profit or in case of any trade control restrictions imposed even if Seller has knowledge of the possibility of such damages.

Governing Law and Jurisdiction

The parties agree to submit to the exclusive jurisdiction of DIFC, Dubai in case of the contracting entities being incorporated in UAE.

In all other cases, the jurisdiction shall be as per the competent jurisdiction of the country wherein Redington or its affiliates have their offices.

Confidentiality

All non-public, confidential, of Seller, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, that Seller discloses to Buyer, whether disclosed orally or disclosed or and regardless of whether marked, designated, or otherwise identified as "confidential," in connection with the Agreement is confidential, solely for the use of performing the Agreement, and may not

be disclosed or copied unless authorized in advance by Seller in writing. This does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Seller on a non-confidential basis from a third party.

Binding

These terms & conditions are binding on all Business Partners for all transaction. Redington reserves its right to amend the said terms and conditions at its discretion and the partners are requested to refer to the updated terms and conditions as available on www.redingtonmea.com.