SIMONSWERK GROUP

T&C - GENERAL TERMS OF SALE OF SIMONSWERK MIDDLE EAST GENERAL TRADING L.L.C

(Version: 30.10.2025)

I. General

1.1 All of our deliveries of Products and Services are supplied exclusively at the General Terms of Sale below. These General Terms of Sale shall also apply to all future business between the parties to this Contract without the need to refer again to our General Terms of Sale. They shall also apply if we do not refer to them specifically in the context of future contracts, including cases in which we supply Products or Services to the Customer knowing about the Customer's terms and conditions where these terms and conditions are contrary to or different from our General Terms of Sale.

1.2 Quotes and Conclusion of Contracts

1.3 Our quotes to Customers are non-binding. In particular, our quotes are made subject to availability of supplies and subject to typing, calculation, or other errors.

1.4 The Customer's order shall be deemed as a binding offer. Acceptance of such offer on our part shall be at our discretion and shall be made within three months by sending an order confirmation or by unconditional supply of the Products or Services ordered. Verbal subsidiary agreements shall only be binding if we have confirmed them in writing or e-mail.

II. Products and Services

2.1 The quantity, quality, description of and any specification for the Products shall be as set out in our acknowledgement of order or, in its absence, our quotation.

2.2 All descriptive matter, specifications and advertising issued by us and any descriptions, details or illustrations contained in any of SIMONSWERK GROUP's website, catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Products or Services described in them and they will not form part of the Contract unless otherwise agreed in writing. This applies in particular to customized Products.

2.3 We reserve the right, without liability to the Customer, to make any changes in the specification of the Products and/or Services which are required to conform to any applicable national or international laws and regulations and/or safety requirements which do not materially affect the quality or performance of the Products and/or Services.

2.4 No statement, description, information, warranty, condition or recommendation contained in any catalogue, price list, advertisement or communication or made verbally by any of the Personnel of SIMONSWERK MIDDLE EAST shall be construed to vary in any way any of these Conditions under this Contract.

III. Prices, Payment Conditions and Delay

3.1 The prices agreed upon conclusion of the Contract shall apply; in particular, these shall be the prices indicated on the order form or in the order confirmation. These prices shall be exclusive of the statutory value added tax applicable, other similar taxes each on the day of delivery, all other applicable duties and the cost of packaging required for appropriate shipping, the cost of shipping ex factory or our warehouse, the haulage cost and the cost of transport insurance, which shall all be added to the price. For shipments abroad, additional country-specific fees may apply. The Customer shall be liable for all and any local taxes or charges as appropriate. We have the right to invoice the Customer for the costs of any packaging, transportation of the Products or any additional costs resulting from any other alteration made by the Customer on or at the time of delivery or upon notification by SIMONSWERK MIDDLE EAST that the Products are awaiting collection. Any such additional costs shall be invoiced by SIMONSWERK MIDDLE EAST in the currency stated on the invoice.

3.2 The Customer shall only enjoy netting options or rights of retention if his counterclaims have been finally established, are mature for decision, and are not disputed or have been recognised by us. The Customer shall be entitled to exercise a right of retention only if the counterclaim results from the same contractual relationship as our claim.
3.3 Deduction of any cash discount shall only be possible upon written agreement.
3.4 If a Customer fails to pay due invoices or has exceeded a period of payment granted, or if the Customer's financial circumstances deteriorate after conclusion of the contract or if we receive negative information about the customer calling into question his ability to pay or creditworthiness we shall be entitled to change the agreement made by calling in the customer's entire residual debt and requiring advance payment or security, or immediate payment where delivery has already occurred of all our claims based on the same legal relationship. This shall apply in particular where the Customer discontinues payments, a Customer cheque is not cashed, a bill of exchange issued by the Customer is not honoured by the Customer, insolvency proceedings regarding the customer's assets are initiated or a request for adjudication of bankruptcy was filed but not initiated for lack of Customer assets.
3.5 SIMONSWERK MIDDLE EAST shall invoice the Customer for the price of the Products and/or Services in the currency stated on the invoice.

IV. Transport, Insurance and Additional Costs
4.1 The price of the Products shall be exclusive of transport and insurance.
4.2 The charges for transport and insurance shall be payable by the Customer and added to the price of the Products.
4.3 The Customer agrees to pay for any loss or extra costs above the quoted price for the Products which are directly or indirectly incurred by SIMONSWERK MIDDLE EAST through the Customer's instructions or lack of instruction or through failure or delay in taking delivery or through any act or default on the part of the Customer, its servants or agents.
4.4 Without prejudice to any other rights and remedies which SIMONSWERK MIDDLE EAST may have, if the Products are submitted to SIMONSWERK MIDDLE EAST for repair, SIMONSWERK MIDDLE EAST shall have a general lien on the Products in respect of all debts owed by the Customer to SIMONSWERK MIDDLE EAST, and if the Products are not collected and paid for by the Customer within the agreed payment terms of the Customer being informed that the Products are ready for collection, the Customer agrees that SIMONSWERK MIDDLE EAST shall be entitled to dispose of the Products as SIMONSWERK MIDDLE EAST thinks fit.

V. Payment Terms
5.1 Unless agreed otherwise in writing by SIMONSWERK MIDDLE EAST, all payments due under any Contract shall be in the currency stipulated in the invoice and must be made by the Customer in advance as prepayment before the delivery of the Products or start of the Services. Time for payment shall be of essence.
5.2 The Customer shall not be entitled to exercise any set-off, lien or any other similar right or claim unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by SIMONSWERK MIDDLE EAST to the Customer. SIMONSWERK MIDDLE EAST may set off any claim of any kind whatsoever which the Customer may have against SIMONSWERK MIDDLE EAST under the Contract or any other contract against any sum which would otherwise be due from the Customer to SIMONSWERK MIDDLE EAST under the Contract or any other contract.
5.3 Notwithstanding any other provision all payments payable to SIMONSWERK MIDDLE EAST under the Contract shall become due immediately upon termination of the Contract for whatever reason.
5.4 If the Products are partially delivered, SIMONSWERK MIDDLE EAST shall be entitled to invoice each delivery as and when delivery thereof has been made and payment shall be due in accordance with Condition 5.1 above in respect of each invoice.
5.5 Any failure by the Customer to either pay any dues related to partial delivery in accordance with this Contract or failure to give delivery instructions in respect of any Products shall cause the whole of the price for Products already manufactured at the time of such a default, to become due forthwith without any notice.

5.6 Prompt payment shall be a condition precedent to future deliveries of the Products or to repair under Condition 11.1 due under any Contract.
5.7 SIMONSWERK MIDDLE EAST is entitled to charge the Customer a fee of 5% for each dishonored cheque received in respect of any payment due from the Customer and 5% for each direct debit payment due from the Customer which is declined by the Customer's bank.
5.8 SIMONSWERK MIDDLE EAST is entitled to charge and to be paid a fee of 10% per annum on any unpaid invoices and/or any other overdue payments due from the Customer.

VI. Delivery and Acceptance
6.1 SIMONSWERK MIDDLE EAST shall deliver the Products to the location set out in the order form or as the parties may agree in writing at any time after SIMONSWERK MIDDLE EAST notifies the Customer that the Products are ready. Delivery of the Products shall be completed on the Products' arrival at the relevant location. The unloading of deliveries and packages at the Customer's premises is the responsibility of the Customer.
6.2 The period for delivery shall be calculated from the date of the Contract or the date of receipt of all necessary information to enable SIMONSWERK MIDDLE EAST to manufacture or procure the manufacture of the Products whichever shall be the later. If no period is stipulated by SIMONSWERK MIDDLE EAST, then delivery will be at such time after receipt of instructions from the Customer as SIMONSWERK MIDDLE EAST thinks reasonable.
6.3 All times or dates given for delivery of the Products are intended to be estimates only and time for delivery shall not be of the essence. SIMONSWERK MIDDLE EAST shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Products (even if caused by SIMONSWERK MIDDLE EAST's negligence).
6.4 If for any reason the Customer does not accept delivery of the Products in accordance with Condition 6.6, or SIMONSWERK MIDDLE EAST is unable to deliver the Products on time because the Customer has not provided appropriate instructions, documents, licenses or authorizations, then the Products will be deemed to have been delivered, risk passing to the Customer (including for loss or damage caused by SIMONSWERK MIDDLE EAST's negligence) and SIMONSWERK MIDDLE EAST may at its sole discretion:
6.4.1 store the Products until actual delivery and take all reasonable steps to safeguard and insure them at the cost of the Customer, provided that the Customer shall be immediately informed thereof; or
6.4.2 sell the Products at the best price readily obtainable and (after deduction of all reasonable storage and selling expenses) charge the Customer for any shortfall below the Contract price.
6.5 SIMONSWERK MIDDLE EAST shall have the right to make partial deliveries of Products and at such intervals as it may decide. Any defect in any such delivery shall not be a ground for cancellation of the remainder of the deliveries and the Customer shall be bound to accept further deliveries thereof.
6.6 Without prejudice to the warranties in Condition 11 below, the Customer will be deemed to have accepted the Products as being in accordance with the Contract and no liability for non-delivery, late delivery, loss of or damage to the Products occurring post delivery or for any claim that the Products are not in accordance with the Contract will attach to SIMONSWERK MIDDLE EAST unless:
6.6.1 Within forty-eight hours after the Customer has taken delivery of the Products the Customer has notified SIMONSWERK MIDDLE EAST in writing of any defect of other failure of the Products to conform with the Contract (which would be apparent upon reasonable inspection and testing of the Products within forty-eight hours); or
6.6.2 the Customer notifies SIMONSWERK MIDDLE EAST in writing of any defect or other failure of the Products to conform with the Contract within a reasonable time where the effect or failure would not be so apparent within forty-eight hours of the date of delivery or collection, failing which the Customer shall not be entitled to reject the Products and SIMONSWERK MIDDLE EAST shall have no liability and the Customer shall be bound to pay the Contract price as if the Products has been delivered in accordance with the Contract.
6.7 In all cases where the Customer notifies SIMONSWERK MIDDLE EAST of defects or shortages, SIMONSWERK MIDDLE EAST shall be afforded an opportunity to inspect the Products (including when relevant by the Products being returned to SIMONSWERK MIDDLE EAST at the Customer's cost) before any use is made thereof or any alteration is made thereto by the Customer.

6.8 All requests for proof of delivery must be made within a period of forty-eight hours following the date of the invoice.

VII. Passing of Title and Risk

7.1 The Products are at risk of the Customer from the time of delivery by SIMONSWERK MIDDLE EAST, collection of the Products by the Customer, or receipt by SIMONSWERK MIDDLE EAST of payment in full for the Products, whichever is earlier.
7.2 Full legal, beneficial and equitable title to and property in the Products shall not pass to the Customer until SIMONSWERK MIDDLE EAST has received in full (in cash or cleared funds) all sums due to it in respect of:
7.2.1 the Products; and
7.2.2 all other sums which are or which become due to SIMONSWERK MIDDLE EAST from the Customer on any account.
7.3 Until full legal, beneficial and equitable title to and property in the Products has passed to the Customer, the Customer shall:
7.3.1 store the Products (at no cost to SIMONSWERK MIDDLE EAST) in a proper manner in conditions which adequately protect and preserve the Products; and comply with all product handling requirements published by SIMONSWERK MIDDLE EAST;
7.3.2 keep the Products separately from all other Products of the Customer or any third party in such a way that they remain readily identifiable as SIMONSWERK MIDDLE EAST's property;
7.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Products; and
7.3.4 maintain the Products in satisfactory condition and keep them insured on SIMONSWERK MIDDLE EAST's behalf for their full price against all risks to the reasonable satisfaction of SIMONSWERK MIDDLE EAST. On request, the Customer shall produce the policy of insurance to SIMONSWERK MIDDLE EAST.
7.4 SIMONSWERK MIDDLE EAST shall be entitled to examine any such Products in storage at any time during normal business hours upon giving reasonable notice to the Customer of its intention to do so.
7.5 The Customer may use the Products in the ordinary course of the Customer's business before the title has passed to it.
7.6 The Customer's right to possession of the Products shall terminate immediately upon the occurrence of any of the events specified in Condition 14.1 below.
7.7 SIMONSWERK MIDDLE EAST shall be entitled to recover payment for the Products notwithstanding that the title of any of the Products has not passed from SIMONSWERK MIDDLE EAST to the Customer. The Customer grants SIMONSWERK MIDDLE EAST an irrevocable license at any time to enter any premises where the Products are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them, and the Customer acknowledges that SIMONSWERK MIDDLE EAST shall have the right to intercept and repossess Products in transit where the Customer's right to possession has terminated.
7.8 Where SIMONSWERK MIDDLE EAST is unable to determine whether any Products are the products in respect of which the Customer's right to possession has terminated, the Customer shall be deemed to have sold all products of the kind sold by SIMONSWERK MIDDLE EAST to the Customer in the order in which they were invoiced to the Customer.
7.9 On termination of the Contract, howsoever caused, SIMONSWERK MIDDLE EAST's (but not the Customer's) rights contained in this Condition shall remain in effect. SIMONSWERK MIDDLE EAST's rights and remedies set out in this Condition 7 are in addition to and shall not in any way prejudice, limit or restrict any of SIMONSWERK MIDDLE EAST's other rights or remedies under the Contract or in law.

VIII. Returns and Cancellations

8.1 Subject to Condition 6.6 above, Products supplied pursuant to the Contract cannot be cancelled and returned without SIMONSWERK MIDDLE EAST's prior written authorization, and subject to proof of purchase. Duly authorized returns:
8.1.1 shall be sent to the designated premises by SIMONSWERK MIDDLE EAST at the Customer's expense;
8.1.2 may be subject to a handling and freight charge of 30% of the Products payable by the Customer and

8.1.3 must be in the same condition as originally supplied to the Customer.
Products with product specifications that define a temperature range. cannot be returned after delivery.
8.2 Any agreed returns can be accepted by SIMONSWERK MIDDLE EAST up to thirty days from the date of delivery subject to all conditions under these Condition 8.

IX. Supply of Services

9.1 SIMONSWERK MIDDLE EAST shall provide the Services to the Customer in accordance with the Contract applying reasonable skill and care.
9.2 SIMONSWERK MIDDLE EAST shall use its reasonable endeavours to meet any performance dates for the Services, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services. SIMONSWERK MIDDLE EAST shall not be liable for any loss whatsoever or howsoever arising caused by its failure to provide the Services on the due date.
9.3 Where SIMONSWERK MIDDLE EAST is to perform the Services at the Customer's premises, the Customer shall:
9.3.1 procure safe and unhindered access to the premises for all the Personnel to carry out the Services at all relevant times;
9.3.2 ensure that the site where Services are to be provided is adequate for that purpose, clear and free from all health and safety hazards and possesses such facilities for the Personnel to comply with any applicable legislation and as SIMONSWERK MIDDLE EAST shall reasonably require; and
9.3.3 be responsible for the death or personal injury suffered by Personnel or damage to or loss of SIMONSWERK MIDDLE EAST property (including the property of any Personnel or SIMONSWERK MIDDLE EAST's subcontractors) whilst on the Customer's premises except to the extent any such death or personal injury results from the negligence of SIMONSWERK MIDDLE EAST or its subcontractors.

X. Intellectual Property

10.1 Any intellectual property created by SIMONSWERK MIDDLE EAST in the course of the performance of the Contract or otherwise in the design, manufacture or supply of or otherwise in relation to the Products or the provision of the Services shall remain the property of SIMONSWERK MIDDLE EAST. Nothing in these Conditions shall be deemed to have given the Customer a license or any other right to use any of the intellectual property of SIMONSWERK MIDDLE EAST.
10.2 All logos, trade names or trademarks ('Marks') owned or used by SIMONSWERK MIDDLE EAST in the course of its business are the property of SIMONSWERK MIDDLE EAST. SIMONSWERK MIDDLE EAST reserves all intellectual property rights in relation to the use of such Marks. The Customer may not use, or permit the use of, such Marks or any similar Marks without the prior written permission of SIMONSWERK MIDDLE EAST.

XI. Warrenties

11.1 Where Products and/or Services are supplied with a specific written warranty produced by SIMONSWERK MIDDLE EAST, such warranty shall apply instead of the warranty set out in Condition 11.2 below where no specific warranty is supplied in relation to the Products and/or Services. The exclusions in Condition 11.3 shall apply to every such specific warranty.
11.2 If the Customer establishes to SIMONSWERK MIDDLE EAST's reasonable satisfaction within twelve months of the date of delivery of the Products or performance of the Services that there is a defect in the materials or workmanship of the Products or Services that are supplied not in accordance with the Contract then SIMONSWERK MIDDLE EAST shall at its option, at its sole discretion and within a reasonable time:
11.2.1 repair or make good such defect or failure in such Products free of charge to the Customer (excluding all costs of transportation of any Products or materials to and from the Customer for that purpose); or
11.2.2 replace such Products with Products which are in all respects in accordance with the Contract or re-perform such Services, and provided that the liability of SIMONSWERK MIDDLE EAST under Condition 12 shall in no event exceed the purchase price of such Products or services and the performance of any one of

the above options shall constitute an entire discharge of SIMONSWERK MIDDLE EAST's liability under this warranty.
11.3 SIMONSWERK MIDDLE EAST shall not be liable for breach of the warranty at Condition 11.2 above or any other warranty, guarantee or condition:
11.3.1 arising from any defect in Products, or from any defect in the performance of Services (or in any work product resulting from the performance of Services) arising from any drawing, design, information, instruction or specification supplied by the Customer; or
11.3.2 arising from any normal wear and tear; or
11.3.3 arising from any acts, omissions negligence or default of the Customer or arising from wilful damage, unsuitable storage, handling, treatment, installation, maintenance, repair or application, normal wear and tear, abnormal use or use under abnormal conditions; or
11.3.4 arising from any non-compliance with the safety, training, usage and maintenance requirements (including, but not limited to, excessive or heavy use), method statements, data sheets, instructions or recommendations (whether oral or in writing) communicated to the Customer by SIMONSWERK MIDDLE EAST and/or any of its Personnel; or
11.3.5 arising from incorporation, alteration, modification or conversion of the Products with any other goods, products or systems outside the intended purpose of the Products, or as a result of non-compatibility of the Products with any other goods, products or systems or use of consumables, components or spare parts other than those manufactured by SIMONSWERK MIDDLE EAST without SIMONSWERK MIDDLE EAST's prior written approval; or
11.3.6 if the total price for the Products and/or Services has not been paid by the due date for payment; or
11.3.7 unless any claim by the Customer which is based on any defect in the quality or condition of the Products and/or Services or their failure to correspond with their description or specification shall (whether or not delivery is refused by the Customer) be notified to SIMONSWERK MIDDLE EAST within Seven days after the Customer discovers or ought to have discovered the defect or failure; or
11.3.8 unless SIMONSWERK MIDDLE EAST is given a reasonable opportunity of examining such Products or location at which the Services were performed and the Customer (if asked to do so by SIMONSWERK MIDDLE EAST) returns such Products or materials relating to the Services to SIMONSWERK MIDDLE EAST's place of business for the examination to take place there.
11.4 Save as expressly provided in these Conditions, all warranties, conditions, guarantees or other terms implied by law, custom usage or otherwise are excluded to the fullest extent permitted by law.

XII. Customer´s Responsibility
12.1 The selection of the Products and/or Services suitable for the Customer's purposes depends on a range of factors. These factors include but are not limited to, on-site conditions or other circumstances of the proposed application of the Products known only to the Customer. The Customer is solely responsible for satisfying itself that any data supplied to SIMONSWERK MIDDLE EAST on which information or recommendations made by SIMONSWERK MIDDLE EAST are based is correct and that any assumptions made by SIMONSWERK MIDDLE EAST to supplement that data are suitable for the Customer's purposes.
12.2 Any advice, representation or recommendation given by SIMONSWERK MIDDLE EAST or its Personnel to the Customer or its employees or agents as to the Products and/or Services, their fitting or use, or as to the incorporation or compatibility of the Products with other goods, is therefore followed or acted upon entirely at the Customer's own risk and the Customer acknowledges that it does not rely on and waives any claim for breach of any such representation. Accordingly, the Customer must rely on its own judgement and if necessary seek expert advice in relation to the following:
12.2.1 the suitability and compatibility of the Products for the intended use;
12.2.2 the training necessary for the Customer and its employees;
12.2.3 the required level of ongoing maintenance for the Products; and
12.2.4 the adequacy of the premises in which the Products are to be used.
12.3 The Customer acknowledges that it is responsible for ensuring it and its employees, agents, contractors and end-users of the Products:

12.3.1 store, handle, use, construct and maintain the Products at all times in accordance with good practice and in accordance with the applicable method statements and data sheets, as well as all other relevant safety, training, usage and maintenance instructions and guidelines supplied to the Customer from time to time by SIMONSWERK MIDDLE EAST, its Personnel. For Products with product specifications that define a temperature range, the Customer must always ensure compliance with the temperature range.
12.3.2 receive the necessary training in respect of Products supplied;
12.3.3 use the Products with the recommended safety equipment in accordance with all applicable method statements and data sheets, and other relevant Company safety, training, usage and maintenance instructions and guidelines supplied from time to time.

XIII. Limitation of Liability
13.1 The Customer agrees that the provisions of Conditions 11 and this Condition 13 set out the entire financial liability of SIMONSWERK MIDDLE EAST (including for the acts and omissions of its Personnel) to the Customer and the exclusive remedies of the Customer against SIMONSWERK MIDDLE EAST in respect of:
13.1.1 any breach of these conditions; and
13.1.2 any use made by the Customer of any of the Products.
13.2 SIMONSWERK MIDDLE EAST shall not be liable to the Customer for any economic loss of whatever nature (direct or indirect), including without limitation loss of anticipated profits, loss of actual profits (direct or indirect) loss of turnover or revenue, loss of business, loss of production or opportunity, loss of data, depletion of goodwill or otherwise.
13.3 SIMONSWERK MIDDLE EAST shall not be liable for any indirect, special or consequential loss or damage howsoever arising.
13.4 Notwithstanding any other provision contained in these Conditions, SIMONSWERK MIDDLE EAST does not in any manner whatsoever exclude or limit its liability if and to the extent that such liability:
13.4.1 arises out of the fraud or fraudulent misrepresentation of SIMONSWERK MIDDLE EAST; or
13.4.2 is in respect of death or personal injury caused by negligence of SIMONSWERK MIDDLE EAST; or
13.4.3 cannot be legally excluded or limited.
13.5 The total aggregate liability of SIMONSWERK MIDDLE EAST arising out of or in connection with the performance or contemplated performance of the Contract, whether for negligence or breach of contract or any case whatsoever, shall in no event exceed one hundred per cent (100%) of the amounts actually paid by the Customer to SIMONSWERK MIDDLE EAST under the Contract.

XIV. Customer´s Indemnity
14.1 The Customer shall be liable for and indemnifies SIMONSWERK MIDDLE EAST and shall keep SIMONSWERK MIDDLE EAST indemnified in respect of all damage or injury to any person or loss of or damage to any property and against all actions, demands, costs (including legal costs), charges, expenses or other loss suffered by us arising:
14.1.1 at law or under regulations detailed in Condition 12.3 or otherwise under statute; and/or
14.1.2 in respect of any act, omission, negligence, and/or breach of the terms of these Conditions or otherwise through the default of the Customer; and/or
14.1.3 in respect of any infringement or alleged infringement of any patent, registered design, copyright, trademark or other industrial or intellectual property rights resulting from compliance by SIMONSWERK MIDDLE EAST with the Customer's instructions whether express or implied.
14.2 Where Products supplied by us are used by a third party (including the Customer's employees, agents, contractors) in a manner not previously agreed in writing by us to be suitable, or in a manner not in accordance with these Conditions, including (but not limited to) Condition 12.3, SIMONSWERK MIDDLE EAST shall not be liable for any costs, loss, damage, liability or expenses suffered or incurred by the Customer or any third party arising directly or indirectly from or in respect of such Products or such use (including for loss of revenue, profits, production, opportunity, business, goodwill and/or of any contract) and the Customer shall indemnify and keep indemnified SIMONSWERK MIDDLE EAST from and against all such costs, loss, damage, liability

or expenses suffered or incurred by SIMONSWERK MIDDLE EAST as a result of any claim or demand in respect thereof by any third party.

XV. Export Control Regulations

15.1 If the delivery of Products under a Contract is subject to the granting of an export or import license by a government or any governmental authority under any applicable law or regulation, or otherwise restricted or prohibited due to export or import control laws or regulations, SIMONSWERK MIDDLE EAST may suspend its obligations and the Customer's rights regarding such delivery under the Contract until such license is granted or for the duration of such restriction and/or prohibition, respectively, and SIMONSWERK MIDDLE EAST may terminate the Contract, without incurring any liability towards the Customer.

15.2 By accepting SIMONSWERK MIDDLE EAST's offer, by entering into any Contract and/or by accepting any Products from SIMONSWERK MIDDLE EAST, the Customer agrees that it will not deal with the Products and/or documentation related thereto in violation of any applicable export or import control laws and regulations.

15.3 Customer is obliged to provide SIMONSWERK MIDDLE EAST, upon request, with all information and documents required to comply with export control regulations. If the Customer provides SIMONSWERK MIDDLE EAST products to a third party (including affiliates of the customer), the Customer undertakes to comply with export control regulations. SIMONSWERK MIDDLE EAST shall have the right to refuse performance of the Contract in the event of violations of this provision. SIMONSWERK MIDDLE EAST shall be entitled to refuse acceptance of orders if such acceptance is made overly difficult or prohibited by export control regulations and/or customs regulations.

15.4. The Customer shall not sell, export or re-export, directly or indirectly, to the Russian Federation or the Republic of Belarus or for use in the Russian Federation or the Republic of Belarus any goods supplied by SIMONSWERK MIDDLE EAST.

15.5. The Customer shall undertake its best efforts to ensure that the purpose of paragraph 15.4. is not frustrated by any third parties further down the commercial chain, including by possible resellers.

15.6. The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of paragraph 15.4.

15.7. Any violation of paragraphs 15.4., 15.5. or 15.6. shall constitute a material breach of an essential element of the relevant agreement, and the Customer shall be entitled to seek appropriate remedies, including, but not limited to:

(i) termination of this Agreement; and

(ii) the Customer shall bear full civil, administrative, or criminal liability for such violation.

15.8. The Customer shall immediately inform SIMONSWERK MIDDLE EAST about any problems in applying paragraphs 15.4., 15.5. or 15.6., including any relevant activities by third parties that could frustrate the purpose of paragraph 15.4. The Customer shall make available to the SIMONSWERK MIDDLE EAST information concerning compliance with the obligations under paragraph 15.4., 15.5. and 15.6. within two weeks of the simple request of such information.

XVI. Force Majeure

16.1 SIMONSWERK MIDDLE EAST shall not be in breach of the Contract or otherwise be liable for any failure or delay to deliver the Products and/or supply the Services arising from circumstances outside SIMONSWERK MIDDLE EAST's reasonable control including, but not limited to, acts of God, governmental actions or regulations, national emergency, acts of terrorism, protests, riot, civil commotion, strikes, lock-outs, other labour disputes (whether or not relating to either party's workforce), accidents, war, fire, explosion, flood, epidemic, reduction in or unavailability of power at manufacturing plant, breakdown of plant or machinery, shortage or unavailability of raw materials from normal source of supply, or restraints or delays affecting carriers.

16.2 Should SIMONSWERK MIDDLE EAST be prevented from delivering the Products or supplying the Services in the circumstances at Condition 16.1, it shall be entitled to delay or cancel the supply of the Services or cancel delivery or to reduce the amount of the Products delivered.

XVII. Termination

17.1 Without prejudice to any rights that have accrued under the Contract or any other rights or remedies, we may immediately suspend the performance of the Contract, cancel any outstanding delivery of Products and/or the supply of Services, stop any Products in transit or by notice in writing to the Customer terminate the Contract without liability to SIMONSWERK MIDDLE EAST in the event that:

17.1.1 the Customer fails to pay any sum payable under the Contract, or any other agreement between the Customer and us within the agreed payment terms; or

17.1.2 the Customer commits a material breach of any of its obligations under the Contract which is incapable of remedy; or

17.1.3 the Customer commits a material breach of its obligations under the Contract which is capable of remedy and fails to remedy or persists in such breach after Seven days of having been required in writing to remedy or desist.

17.2 The parties acknowledge and agree that a court order shall not be required to give effect to any termination of the Contract in accordance with its terms and these Conditions.

XVIII. Miscellaneous

18.1 The waiver by SIMONSWERK MIDDLE EAST of any right or the failure by SIMONSWERK MIDDLE EAST to exercise any right or to insist on the strict performance of any provision of this Contract shall not operate as a waiver of, or preclude any further exercise or enforcement of any other right or provision of this Contract.

18.2 Each provision of this Contract is severable and distinct from the others. The parties intend that every such provision shall be and remain valid and enforceable to the fullest extent permitted by law. If in any particular case, any of these conditions shall be held to be invalid or shall not apply to this Contract, the other conditions shall continue in full force and effect.

18.3 The Customer shall not assign, charge, sub-contract or in any way dispose of its rights or obligations under the Contract without the prior written consent of SIMONSWERK MIDDLE EAST. SIMONSWERK MIDDLE EAST may at any time subcontract, transfer, mortgage, charge or deal within any manner any or all of its rights and under the Contract to any third party.

18.4 Any notice required to be served under the Contract shall be served on SIMONSWERK MIDDLE EAST at its registered offices or such other address as SIMONSWERK MIDDLE EAST may from time to time notify to the Customer and on the Customer at the address notified to SIMONSWERK MIDDLE EAST in its registration application by personal delivery, an internationally recognized courier service or by email. The Customer is responsible for notifying SIMONSWERK MIDDLE EAST in writing of any change of address, or email address from those in the Customer’s registration application.

18.5 The Contract sets out the entire agreement and understanding between the Customer and SIMONSWERK MIDDLE EAST in connection with the sale of Products and the provision of Services and shall supersede and replace all documentation previously issued by SIMONSWERK MIDDLE EAST purporting to set out its terms and conditions of sale of Products and/or Services. The Customer acknowledges that the Contract has not been entered into wholly or partly in reliance on, nor has the Customer been given any warranty, statement, promise or representation by SIMONSWERK MIDDLE EAST or on its behalf other than as expressly set out in the Contract. The Customer agrees that the only rights or remedies available to it arising out of or in connection with any warranties, statements, promises or representations will be for breach of contract and irrevocably and unconditionally waives any right it may have to any claim, rights or remedies including any right to rescind the Contract which it might otherwise have had.

XIX. Law and Jurisdiction

19.1 The Contract and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute regulation or otherwise) shall be governed by, and construed in accordance with the laws of the United Arab Emirates.

19.2 All disputes or claims arising out of or in relation to the Contract shall be subject to the exclusive jurisdiction of the court of the relevant emirate courts to which the parties irrevocably submit.

XX. Data Protection

20.1 Customer and SIMONSWERK MIDDLE EAST are separate and independent data controllers under applicable data protection laws, each responsible for their own compliance.

20.2 Customer warrants the lawfulness of any personal data provided to SIMONSWERK MIDDLE EAST (for user account management, repair & delivery management, invoicing etc.) and confirms appropriate rights and permissions have been obtained. SIMONSWERK MIDDLE EAST may share data with its group companies and third-party service providers as necessary for the services.

XXI. Definitions & General

21.1 Headings do not affect the interpretation of these Conditions.

21.2 In these Conditions the following words have the meanings shown:

"Contract" means any agreement between SIMONSWERK MIDDLE EAST and the Customer for the sale of Products and/or provision of Services, incorporating these Conditions;

"Customer" means the person, firm or company purchasing Products and/or Services from SIMONSWERK MIDDLE EAST;

“Personnel” means the employees, servants, directors, agents, consultants or other personnel of SIMONSWERK MIDDLE EAST or any of their subcontractors; and

"Products" means product agreed to be supplied by, under or in relation to Contract (including any product supplied without charge);

“Services” means the services to be supplied by SIMONSWERK MIDDLE EAST under or in relation to the Contract (including any services supplied without charge).

"SIMONSWERK MIDDLE EAST", “we”, us” or “our” means SIMONSWERK MIDDLE EAST General Trading LLC;

21.3 SIMONSWERK MIDDLE EAST representatives are not authorized to modify these terms and conditions.

21.4 Should you have any queries about the above terms and conditions, please contact (legal@simonswerk.de).