

**Petroleum Equipment International Middle East FZC  
Terms and Conditions of Sale**

**1. Definitions.**

In these Terms and Conditions:

“**Company**” shall refer to Petroleum Equipment International Middle East FZC.

“**Enquiry**” shall refer to a or a written or verbal request for quotation from a customer.

“**Quote**” shall refer to Company’s offer for supply of products requested in the Enquiry.

“**Buyer**” shall refer to the customer of the Company whose name appears on the Quote.

“**Order**” shall refer to the **Quote** countersigned by Buyer and/or **Purchase Order** palced by the Buyer for the supply of products.

“**Contract**” shall refer to an Order that has been accepted and acknowledged by the Company. The company is under no obligation to accept any Order.

**2. Application of Terms.**

These terms and conditions of sale (“**Terms**”) apply to all sales of products by **Company**. All Enquiries and Orders are accepted on the condition that these Terms apply. The Company shall not be bound by any change to these Terms (even if referred to in Enquiry or the Order or any of the Order’s documents) except when agreed so in writing by Company. **Company’s acceptance of an Order does not constitute acceptance of Buyer’s terms and conditions. In the event of discrepancy between these Terms and the terms and conditions of an Order, these Terms shall prevail.**

**3. Validity of the Quote.**

A Quote shall be valid for twenty five (25) days as of the date of issuance, unless otherwise indicated in the Quote.

**4. Products.**

Quantities and description of the products ordered by Buyer shall be as set out in the Quote issued by Company.

**5. Delivery**

Delivery times specified in the Quote are given by Company in good faith and are intended as estimates only and may change. The Company does not accept any liability for delays in delivery and/or consequential loss by the Buyer. Delivery terms will be as per INCOTERMS mentioned in the Quote. Title of Products shall remain with the Company until payment has been received for the whole invoice amount. Company is not responsible for any installation of products sold hereunder. Any installation works shall be quoted separately and performed by the manufacturer.

**6. Amendments**

Buyer may request the amendment, deferment or cancellation of a Contract. Company reserves the right to accept or refuse such request. Acceptance by Company to amend, defer or cancel a Contract shall be in writing. Upon acceptance of a request for amendment, Company will issue a new Quote to reflect the changes agreed upon and consequently, Buyer shall either countersign such new Quote or issue an amended Purchase Order as per the new Quote. In case of cancellation, Buyer shall pay for all works

performed up until the cancellation date. Buyer shall verify the amount of the cancellation charges prior to canceling a Contract. Any and all of Company's or manufacturer's documents and information shall be returned to Company upon acceptance by Company of the cancellation request. No Contracts may be canceled subsequent to delivery and/or shipment.

#### **7. Prices and Taxes.**

Prices are valid for the quantities specified in Quote. No changes shall be made by Buyer to the price or quantity unless expressly agreed by the Company in writing. Unless stated otherwise in the Quote, prices quoted by Company do not include customs duties, sales, use, excise, value-added, withholding or any other taxes, duties, charges, or fees (or any related fines, penalties, or interest) (collectively "Taxes"), now or thereafter enacted, applicable to the products; any such Taxes will be added by Company to the Quote or Invoice where Company is required by law to collect the same, and will be paid by Buyer.

#### **8. Payment.**

Payment shall be made according to the terms specified in the Quote. Time for payment shall be of essence and no payment shall be deemed to have been received until Company has received cleared funds in full. Banking charges associated with transferring funds to the Company will be borne entirely by the Buyer.

If shipments are delayed by Buyer, payments shall still be due according to the terms of payment herein or specified in the Quote. Products held for more than fifteen (15) days may incur reasonable storage charges for manufacturer which shall be paid by Buyer upon receipt of an invoice in this respect.

All amounts due shall be paid in United States Dollars (or such other currency as may be indicated in the Quote) directly to Company as directed by Company in its Quote or otherwise as specified in a written notice. Any late payment may, at the sole discretion of the Company, accrue interest at a rate of 1% per month calculated monthly. Notwithstanding anything herein to the contrary, in the event Buyer fails to settle the payment in accordance with these Terms or the terms of the Quote, Company may suspend, or may, at its option, cancel the unshipped balance.

#### **9. Warranties.**

Company shall to the extent permissible, extend to the Buyer the benefit of any warranty or guarantee given by the manufacturer of the products. In all cases, Buyer's remedies with respect to the products are limited to the manufacturer's warranty. All claims from Buyer must be made directly against the manufacturer within the timeline and according to the terms of the manufacturer's warranty. THE COMPANY MAKES NO WARRANTIES, TERMS OR CONDITIONS OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE PRODUCTS, OR THE SUITABILITY, LEGALITY OR ACCURACY OF INFORMATION, OR PRODUCTS AND PROVIDED BY MANUFACTURER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, TERMS OR CONDITIONS OF SATISFACTORY QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. THE MANUFACTURER'S WARRANTY IS THE ONLY WARRANTY GIVEN TO THE BUYER WITH RESPECT TO THE PRODUCTS.

#### **10. Limitation of Liability.**

10.1 COMPANY'S TOTAL LIABILITY IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR BREACH OF STATUTORY DUTY), MISREPRESENTATION, RESTITUTION OR OTHERWISE, ARISING IN CONNECTION WITH THE PERFORMANCE OR CONTEMPLATED PERFORMANCE OF THE CONTRACT SHALL BE LIMITED TO THE PRICE OF THE PRODUCTS.

10.2 NOTWITHSTANDING ANYTHING CONTAINED IN THESE TERMS TO THE CONTRARY, COMPANY SHALL NOT BE LIABLE TO BUYER AND BUYER RELEASES COMPANY FROM ANY

INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND OR NATURE WHATSOEVER (INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST REVENUE, LOST PRODUCT, LOST PROFIT, LOST BUSINESS OR BUSINESS OPPORTUNITIES), OR ANY LOST INCOME OR PROFITS (WHETHER DIRECT OR INDIRECT), REGARDLESS OF WHETHER ARISING FROM BREACH OF CONTRACT OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE AT THE DATE OF PURCHASE OF PRODUCTS OR IF SUCH LOSS OR DAMAGE COULD HAVE BEEN REASONABLY FORESEEN.

#### **11. Assignment.**

Buyer may not assign any of the Contracts or any part of them without the prior written consent of the Company. Any assignment made in contravention of this clause shall be null and void for all purposes.

#### **12. Force majeure.**

The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the products ordered by the Buyer (without liability to the Company) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints provided that, if the event in question continues for a continuous period in excess of ninety (90) days, either party shall be entitled to give notice in writing to the other party to terminate the Contract.

#### **13. General Provisions.**

13.1 Notice. Notice between the parties shall be in writing and delivered by electronic mail. Notices shall be deemed effective and delivered one Business Day after transmission. "**Business Days**" shall mean any day except Friday, Saturday or any day on which banks are generally not open for business in the UAE.

13.2 Independent Contractor. Company, in providing the products hereunder, is acting as an independent contractor and does not undertake by any Quote or Contract or otherwise to perform any obligation of Buyer, or to assume any liability for Buyer's business or operations.

13.3 Governing Law & Resolution of Dispute. These Terms and the Contract shall be governed by the laws of the Dubai International Financial Centre. Any dispute arising out of or in connection with these Terms or the Contract, including any question regarding their existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC – LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause 12.3. The number of arbitrators shall be one. The seat or legal place of arbitration shall be Dubai. The language to be used in the arbitration shall be the English language.

13.4 Severability. If any provision of these Terms or the Contract is held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of these Terms or the Contract, which shall be construed as if such invalid or unenforceable provision were omitted.

13.5 Compliance with Laws. Each party hereto agrees to comply with all federal and local laws, rules, and regulations in effect in the United Arab Emirates and any other country or territory in respect of their activities contemplated by this Agreement.

13.6 Waiver. Any waiver by the Company of any breach of, or any default under, any provision of these Terms or the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of these Terms or the Contract.

13.7 Enforceability. Failure or delay by the Company in enforcing or partially enforcing any provision of these Terms or the Contract shall not be construed as a waiver of any of its rights under these Terms or the Contract.

#### 13.8 Exports and Re-exports.

13.8.1 Subject to any contrary terms specified in the Quote, Buyer shall be responsible for obtaining any licences or governmental permits for export and import of the products to the country of final destination or any other country where the products may be landed or utilised.

13.8.2 The Buyer, including its subsidiaries, branches, divisions and affiliates, represents and warrants that, it is not, and will not be, a party to any transaction(s) or any other economic activity with any person, entity or vessel which is listed on a sanctions list, is located in a sanctioned country or is subject to any other sanctions provision, to the extent that such transaction or other economic activity would be prohibited under any Economic Sanctions or Export Laws or Regulations or cause the Buyer (or any of its subsidiaries, branches, divisions and affiliates) to be in breach of any such Economic Sanctions or Export Laws or Regulations: this will include but not be limited to re-export of the products to countries subject to USA, UK and EU trade sanctions. Accordingly, the Buyer warrants on its behalf and on behalf of its subsidiaries, branches, divisions and affiliates, it will not allow products to be transferred at any time on either a temporary or permanent basis in any manner that would violate any Economic Sanctions or Export Laws or Regulations.

13.8.3 In this clause 13.8, "Economic Sanctions or Export Laws or Regulations" means any law, codes, regulations, decrees, orders, decisions, rules or requirements of any nature relating to economic or financial sanctions or restrictive measures which are administered from time to time by the United Nations, the Office of Foreign Assets Control (OFAC), the US State Department, the European Union or any member state thereof, the Asset Freezing Unit of Her Majesty's Treasury in the UK or any other national or supranational economic sanctions authority regulating the behaviour of the Buyer.

13.8.4 Buyer shall further defend, indemnify and hold harmless Company from and against any and all claims brought by or on behalf of any person or entity (including without limitation any governmental authority) arising out of or in connection with violations of this clause 13.8 or any Economic Sanctions or Export Laws or Regulations by Buyer or any of its subsidiaries, branches, divisions, affiliates or agents.

**13.9 Amendment/Entire Agreement.** These Terms and the Quote or the Contract, as applicable, constitute the entire agreement between the parties relating to the sale of products and supersedes all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereto, and no representations or statements of any kind made by any representative of Company, which are not stated herein shall be binding upon Company unless made in writing and signed by a duly authorized representative of Company. No course of dealing or usage of trade or course of performance shall be relevant to explain or supplement any term expressed in these Terms or the Contract. Any amendment to these Terms shall be in writing and signed by a duly authorized representative of Company.