

Points to note/cover page: TO BE ENHANCED

1. Add version and parties having reviewed.
2. This long-form template is only to be used with wholesale customers in the UAE and the other GCC countries (excl. Qatar). For retail customers that are UAE based, please use the short form.

1. BASIS OF CONTRACT

- 1.1 These terms and conditions (the “**Conditions**”) apply to the contract (the “**Contract**”) between us, RAKNOR LLC (the “**Supplier**”), and you (the “**Customer**”) for the sale and purchase of the goods (the “**Goods**”) set-out in (i) the purchase order sent by the Customer to the Supplier and confirmed by the Supplier in writing or (ii) the quotation sent by the Supplier to the Customer and unconditionally accepted by the Customer (each of (i) and (ii) an “**Order**”), which shall include any specification for the Goods agreed between the Customer and the Supplier (each a “**Specification**”), to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which could be implied by trade, custom, practice or course of dealing.
- 1.2 The description of the Goods shall be based on the Supplier's catalogue, brochures or website as modified by any applicable Specification agreed to in writing between the Customer and the Supplier in the applicable Order. Any samples, drawings, descriptive matter or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues, brochures or website are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force. A quotation for the Goods given by the Supplier shall only be valid for a period of 30 days from its date of issue after which it shall be automatically withdrawn without any further action required from the Supplier.
- 1.3 The Supplier warrants that on delivery, the Goods shall meet the ISO accreditation standards applicable to the Supplier at the time of the Order and shall conform in all material respects with their description and any applicable Specification. The Supplier reserves the right to amend any of the Specifications if required by any applicable legal or regulatory requirements or to the extent such amendments do not materially affect the quality of the Goods or the Supplier's ability to perform its obligations under the Contract.

2. DELIVERY AND ACCEPTANCE OF THE GOODS

- 2.1 The Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note (the “**Delivery Note**”). The Supplier shall deliver the Goods to the ground level of the location set out in the Order or such other location as the parties may agree (the “**Delivery Location**”) at any time after the Supplier notifies the Customer that the Goods are ready for delivery.
- 2.2 The Customer must provide convenient and safe access to the Delivery Location and, if the Goods are to be deposited on a street or public highway the Customer shall be responsible for compliance with all regulations and for all steps which need to be taken for the protection at all times of persons or property. The Supplier shall be entitled to refuse to deliver over roads or over ground which it considers unsuitable. The Customer shall be liable for and shall fully indemnify the Supplier against any direct or indirect losses as a result of such delivery or arising from any accident or damage occurring due to unsuitable access.
- 2.3 Delivery is completed on the completion of unloading of the Goods at the Delivery Location. At the time of the delivery of the Goods, the Customer shall be responsible for inspecting the Goods (including in relation to any Specification) and ensuring that they comply with the Customer's requirements. If the Goods do not correspond to the description in the Delivery Note, the Customer may reject the Goods. Otherwise, the Customer shall accept the Goods and sign the Delivery Note at which point the risk and title in the Goods shall pass to the Customer and the payment of the purchase price shall be owed in full by the Customer to the Supplier.
- 2.4 Without prejudice to any other rights or remedy available to the Supplier, the Supplier may invoice additional charges (the “**Additional Charges**”) to the Customer if (i) the Customer incurs any of the Additional Charges set out on the Order; (ii) the Goods comply with the Order and the Customer fails to take delivery of the Goods (in whole or in part); (iii) the Customer fails to provide a suitable or safe environment for a delivery (in whole or in part); (iv) the Customer fails to give the Supplier adequate delivery instructions; (v) the Customer fails to obtain any appropriate licenses or authorisations; (vi) unloading of the Goods is delayed for more than 30 minutes after the Supplier is ready to unload or, in the case of ready-mix concrete, is not completed within 30 minutes of arrival at the Delivery Location. The Customer shall pay all applicable Additional upon receipt of an invoice from the Supplier.
- 2.5 Any dates quoted for delivery are approximate only. The Supplier shall not be liable to the Customer for any losses resulting from any delay in the delivery of the Goods within three working days (being any day (other than a Friday, Saturday or public holiday) when the Supplier is open for business) of the delivery date and the Customer shall not be entitled to refuse delivery of the Goods during such period on the grounds of such delay. Thereafter, and without any liability on the Customer, the Customer may terminate the Contract immediately by written notice to the Supplier. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the delivery of the Goods.
- 2.6 If the Supplier delivers up to and including 5% more or less than the quantity of Goods ordered the Customer may not reject them. On receipt of a written notice from the Customer in relation to the foregoing, a pro rata adjustment shall be made to the invoice for the Goods.

- 2.7 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.
- 2.8 The Customer shall only be permitted to resell the Goods to third parties in the United Arab Emirates and the other countries of the Gulf Cooperation Council, unless agreed otherwise in writing by the Supplier, and the Customer shall procure that any of its clients to whom it sells the Goods complies with the foregoing.

3. PRICE AND PAYMENT

- 3.1 The price of the Goods shall be the price set out in the Order and shall include costs and charges of packaging, insurance and transport of the Goods but shall exclude amounts in respect of value added tax or similar tax (“VAT”), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice. The Supplier reserves the right, in its absolute discretion, at any time, to require security for, or advance payment of, the price of the Goods and any Additional Amounts.
- 3.2 The Supplier may, by giving notice to the Customer at any time up to the day of delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to (i) any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, Goods and other manufacturing costs); or (ii) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or (iii) any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.
- 3.3 The Supplier shall invoice the Customer for the Goods on or at any time after the completion of delivery. The Customer shall pay to the Supplier the purchase price of the Goods as set-out in the invoice in full and in cleared funds either in cash, payment to the bank account of the Supplier, by check or with a banker's draft.
- 3.4 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 3.5 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

4. TERMINATION

- 4.1 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if (i) the Customer fails to pay any amount due under the Contract on the due date for payment; or (ii) the Customer commits a material breach of any term of the Contract (other than non-payment) and (if such a breach is remediable) fails to remedy that breach within 10 days of being notified in writing to do so; or (iii) the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or (iv) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or (v) the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 4.2 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract if the Customer becomes, or is likely to become, subject to any of the events listed in Clause 4.1.
- 4.3 On termination of the Contract for any reason, the Customer shall immediately pay to the Supplier all of the Supplier's unpaid invoices and interest. Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Contract that existed at or before the date of termination. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

5. LIMITATION OF LIABILITY

- 5.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for (i) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable); (ii) fraud or fraudulent misrepresentation; or (iii) any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability. Subject to the foregoing, the Supplier shall under no circumstances whatsoever be liable to the Customer, or any third party, for any indirect or consequential loss howsoever described arising under or in connection with

the Contract. The Supplier's total liability to the Customer or any third party in respect of all other losses arising under or in connection with the Contract shall be limited to the value of the Goods.

6. GENERAL

- 6.1 The Customer agrees to comply and procure that its officers, employees, agents, subcontractors and any other persons who are involved in transactions relating to the Contract shall comply, at all times, with all relevant legislation, rules, regulations, codes of practice, guidance and statutory requirements that from time to time come into force including, without limitation, those relating to anti-corruption or bribery and all economic sanctions and export control laws and the Customer shall procure that any of its clients to whom it sells the Goods complies with the foregoing. The Customer shall indemnify the Supplier for any losses, whether direct or indirect, suffered by the Supplier as a result of any breach by the Customer or any relevant third party of this Clause 6.1.
- 6.2 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from an event or circumstance beyond a party's reasonable control. If the period of delay or non-performance continues for two months or more, the party not affected may terminate the Contract by giving ten days' written notice to the affected party.
- 6.3 Any and all intellectual property rights of any nature anywhere in the world whether registered, registrable or otherwise of the Supplier or licensed to the Supplier by a third party (the "**Intellectual Property Rights**"), including in relation to the Goods, are and remain the property of the Supplier or are operated under license by the Supplier and the Customer shall not directly or indirectly, acquire or appropriate any right to or interest in any Intellectual Property Rights. Nothing shall prevent the Customer from using or selling the Goods in accordance with the terms of the Contract. The Customer shall indemnify the Supplier for any losses, whether direct or indirect, suffered by the Supplier as a result of any breach by the Customer or any relevant third party of this Clause 6.3.
- 6.4 Each party undertakes that it shall keep confidential all non-public information it receives relating to the other party but may disclose the other party's confidential information (i) to its employees, officers, representatives or advisers who are bound by a duty of confidentiality and need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract; and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.
- 6.5 The Supplier may in its absolute discretion transfer any or all of its rights or obligations under the Contract. The Customer may not transfer any its rights or obligations under the Contract without the prior written consent of the Supplier.
- 6.6 The Contract constitutes the entire agreement between the Customer and the Supplier and supersedes and extinguishes all previous discussions and agreements relating to its subject matter. Any amendment to the Contract shall be agreed between the parties in writing. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy and no single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy. If any provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of the Contract.
- 6.7 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party. The parties shall not be bound by any exclusivity arrangements in relation to goods similar to the Goods and the Supplier shall have the right in its absolute discretion to enter into transactions with third parties including competitors of the Customer. No one other than a party to the Contract and their permitted assignees shall have any right to enforce any of its terms.
- 6.8 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the laws of the Emirate of Ras Al Khaimah and the federal laws of the United Arab Emirates as applied therein. The courts of the Emirates of Ras Al Khaimah shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.