

General Terms and Conditions of Sale

Iteco Oilfield Supply Middle East FZE, Dubai, UAE

I. Scope/Offers

1. These General Terms and Conditions of Sale shall apply to all – including future – delivery and other service contracts inclusive of consulting work, recommendations and other ancillary services. No Terms and Conditions of purchase of the buyer shall be accepted even if we have not expressly objected to them again upon receipt.
2. No verbal ancillary agreements have been made.
3. **All changes and amendments to the contract shall be required in writing. The same shall apply to the waiver of the requirement of written form.**
4. Any offers contained in brochures, advertisements, other printed matter and electronic publications – including prices – shall be subject to change without notice and without obligation.
5. Offers specifically prepared by us shall be binding for a period of 10 days.
6. Offers submitted by the buyer for the conclusion of a contract shall be binding for 3 weeks. If we do not reject the offer within 3 weeks after placement of the order, the offer shall be deemed accepted. The buyer shall waive the receipt of a declaration of acceptance. In case of sale from stock, the offer of the buyer shall be binding for 3 days.
7. In case of doubt about the interpretation of the terms of trade, the Inco terms as amended shall prevail.
8. Despite best possible determination, all particulars such as dimensions, weights, illustrations, descriptions, assembly and other drawings in sample books, price lists and other printed matters shall only be approximate and in this respect shall not be binding for us. The same shall apply to particulars provided by the works. All models and drawings shall remain our property.

II. Prices

1. All prices shall be ex works or warehouse and exclude freight, VAT, customs and excise duties, insurance premiums and other third-party costs.
2. Notwithstanding item II. 1., where customs and excise duties, freight, insurance premiums or other third-party costs included in the agreed price increase after four weeks from conclusion of the contract or where these arise for the first time, we shall be entitled to amend our prices accordingly.
3. We shall reserve the right to increase the agreed price for quantities still outstanding if a change in the raw material and/or economic situation results in circumstances which make the production and/or purchase of the product in question considerably more expensive than anticipated at the time of price agreement. In such case, the customer shall be entitled to cancel any orders affected within four weeks from notification of the price increase.
4. We shall also have the right to increase the agreed price if the delivery period is subsequently extended for reasons specified in IV. 4., the material or the design require changes on grounds of the fact that the documentation and/or instructions provided by the buyer were not in accordance with the actual circumstances or were incomplete or if we fail to receive the particulars required for the execution of the order in time or the buyer subsequently amends these by mutual agreement, thus causing a delay in the delivery.

III. Payment and offsetting

1. In the absence of an agreement to the contrary or unless otherwise specified in our invoices, the purchase price shall be due immediately on delivery without cash discount deduction and shall be paid such that the full amount is available to us on the due date. All costs related to the payment transaction shall be borne by the buyer.
2. The buyer shall not have the right of retention of offsetting unless its counterclaims have not been contested, have become res judicata or are ready for a decision.
3. Where the delivery is delayed for reasons for which we are not responsible, the full invoice amount shall be due within 14 days from notification of readiness for dispatch or after dispatch from our works. In such case, the buyer shall be obliged at our request to change the terms of the credit accordingly.
4. Where the credit period is exceeded or payment is delayed, we shall charge interest in the amount of 5% per cent above the Bank of England base rate, unless higher interest rates have been agreed. We shall reserve the right to claim further damages due to default.
5. The buyer shall be in default 10 days after the due date and receipt of the invoice/payment schedule or receipt of the services at the latest.
6. Based on the authorization granted to us by Iteco Oilfield Supply SAS, Paris, France; Iteco Oilfield Supply GmbH, Ratingen, Germany and Iteco Oilfield Middle East FZE, New Delhi, India we shall have the right to offset against any claims of the buyer against us or any of the aforementioned companies, irrespective of the legal ground. The same shall apply where the party has agreed payment in cash and the other payment by means of a bill or other services on account of performance. Where applicable, these agreements shall only apply to the balance. Where the claims are due at different times, our claims in this regard shall fall due at the latest on the due date of our liabilities and shall be offset against the specified value.
7. Where we become aware of circumstances which, after due assessment, appear to impair the creditworthiness of the buyer, we shall have the right to refuse outstanding deliveries or effect performance only after pre-payment or provision of collateral. We shall also be entitled to accelerate the maturity of all claims against the buyer under the current contract.

8. Any cash discounts agreed shall only apply to the invoiced amount, excluding freight, and shall be subject to full settlement of all outstanding liabilities of the buyer at the time of discounting.

IV. Performance of deliveries, delivery periods and dates

1. Our delivery commitment shall be subject to correct and punctual supply to ourselves, unless such incorrect or delayed supply is due to reasons for which we are responsible.
2. All details of delivery periods shall be approximate. Delivery periods shall commence on the date of our order confirmation and shall only apply on condition that all specifics of the contract have been duly clarified and that all obligations of the buyer have been performed on time, including the procurement of official certificates, the furnishing of letters of credit and guarantees or the payment of advances.
3. The time of dispatch from our works or warehouse shall be decisive for determining our compliance with the delivery periods and dates. Where goods cannot be dispatched on time for reasons for which we are not responsible, the periods and dates shall be deemed to have been observed on notification of readiness for dispatch.
4. Circumstances of force majeure shall entitle us to postpone the delivery for the duration of the interference and an appropriate start-up period. This shall also apply where such circumstances occur during an ongoing delay. Force majeure shall include all monetary and commercial policy or other sovereign measures, strikes, lockouts, interruption of operations for reasons for which we are not responsible (e.g. fire, machine or roller breakage, raw material or energy shortages), obstruction of the traffic infrastructure, delays in import/customs procedures, and any other circumstances which considerably hinder or prevent deliveries for reasons for which we are not responsible. It is irrelevant whether these circumstances occur at our end, at the supplier or at a sub-supplier. Where the execution of the contract is rendered unreasonably hard for either party due to the above circumstances, specifically where the execution of material parts of the contract is delayed for periods exceeding 6 months, the party affected shall have the right to terminate the contract.

V. Reservation of title

1. We own all goods that the buyer orders from us until we receive from them in cleared funds all monies due to us in relation to the goods, at which time title to the goods passes from us to the buyer.
2. The buyer must clearly identify the goods that they have ordered from us but not paid for in full (unpaid goods) as belonging to us and keep them safe, secure, comprehensively insured against loss and damage and separate from other property. Where the buyer gets into arrears or fails to pay an invoice when due, we shall have the right to reclaim the unpaid goods and for this purpose, to enter the premises of the buyer within the usual working hours of 9.00am to 5.30pm. Except as otherwise expressly set out in this clause, the buyer must not:
 - a. part with possession of the unpaid goods;
 - b. allow any right to be created over the unpaid goods; or
 - c. make, nor allow anyone other than us to make, any additions, alterations or modifications to, or remove any part of, any of the unpaid goods.
3. The buyer is not permitted to sell unpaid goods.
4. We may, by notice, cancel the buyer's right to sell unpaid goods if it fails to pay us the amounts due under the invoice in respect of those unpaid goods. If:
 - a. the buyer is unable or deemed unable or admits inability to pay its debts as they fall due; or
 - b. the buyer enters into a composition, compromise, assignment or arrangement with any of its creditors (whether by way of a voluntary arrangement, scheme of arrangement, deed of compromise or otherwise); or
 - c. a moratorium is sought or declared in respect of the buyer or any of its indebtedness or an application is made to court for protection from its creditors; or
 - d. an administrator, liquidator (compulsory or voluntary other than a liquidator appointed in a solvent winding up for the purposes of amalgamation or reconstruction), provisional liquidator, receiver, administrative receiver, receiver and manager, voluntary arrangement supervisor, compulsory manager or other similar officer is appointed to or in respect of the buyer or the whole or any part of its property, assets or undertaking; or
 - e. a petition or application is presented or documents are filed or faxed with a court for the appointment of an administrator, liquidator or receiver to the buyer provided that if the buyer is contesting the winding-up petition in good faith and with due diligence the notice shall not be treated as having been given until a period of 5 business days has expired since the presentation of the petition or application without it having been either discharged or struck out; or
 - f. a meeting is convened, a resolution is passed or notice is given of the intention to appoint an administrator, liquidator or receiver (including an administrative receiver and a receiver and manager) to the buyer; or
 - g. an order is made for the buyer's winding-up, administration or dissolution; or
 - h. possession is taken of the whole or any part of the buyer's property, assets or undertaking; or
 - i. the buyer ceases or threatens to cease to carry on all or a substantial part of its business or operations or sells, transfers or otherwise disposes of the whole or a

- substantial part of its undertaking or assets, either by a simple transaction or a number of transactions; or
- j. any other analogous step, process or procedure is taken in relation to the buyer in any jurisdiction,

then the buyer's right to sell unpaid goods will automatically end and we may refuse to supply it with any further goods.

VI. Qualities, dimensions and weights

1. All qualities and dimensions shall be subject to the API quality standards, DIN/EN standards and material sheets applicable at the time of conclusion of the contract, and in the absence of these, in conformity with trade practice. References to standards, factory standards, material sheets or test certificates and details of qualities, dimensions, weights and usability shall not constitute an undertaking of warranty. The same shall apply to declarations of conformity, manufacturer's declarations and appropriate marks such as CE and GS.
2. Weights shall be established on our weighing facilities or on those of our sub-suppliers. Weight shall be evidenced by submission of the weighing report. Where permitted by law, the weights may be determined on a standard basis without weighing. Numbers of items, bundles, etc., indicated in the dispatch note for goods charged by weight shall be non-binding. If items are not weighed individually, the total weight of the consignment shall be used. Differences in contrast to the calculated individual weights shall be allocated proportionally.

VII. Acceptance

1. Where acceptance inspection has been agreed, the goods may only be inspected at the supply facilities or our warehouse immediately after notification of readiness for acceptance. Personal acceptance charges shall be borne by the buyer, any material acceptance costs shall be charged on the basis of our price list or the price list of the supplying facility
2. Where acceptance is not performed or completed or is late for reasons for which we are not responsible, we shall have the right to ship the goods without acceptance or store them at the cost and risk of the buyer and pass on any resulting costs to the buyer.

VIII. Shipment, passage of risk, packaging, part deliveries

1. The shipping route and mode and the forwarding agent shall be determined by us.
2. Where transport on the specified route or to the specified location at the specified time proves impossible or is considerably impeded for reasons for which we are not responsible, we shall have the right to use a different route or deliver to a different location. Any additional costs incurred shall be borne by the buyer, who shall be given the opportunity to comment prior to such action.
3. The risk, including that of confiscation of the goods, shall pass to the buyer once the goods have been handed to the forwarding agent or carrier, or at the latest once they have left the warehouse or the supplier. This shall apply to all transactions and shall include goods for which charges have been prepaid and for shipments free to the buyer's address. Insurance shall be arranged only by order and at the expense of the buyer. The duty and cost of unloading shall be the responsibility of the buyer.
4. The goods shall be delivered without packaging and without protection against rust. Where customary in the trade, we shall deliver packaged goods. Suitable packaging, means of protection and/or transport may be arranged based on our experience at the expense of the buyer. These may be returned to our warehouse. We shall not assume any responsibility for the costs of the buyer for the return transport or for its own disposal of the packaging.
5. We shall have the right to make part deliveries within reasonable limits. Excess and short deliveries of the contractual quantity as customary in the trade shall be permissible.
6. Our delivery commitment and the handling of the shipment shall be subject to the commercial custom of the sea ports, e.g. the Antwerp Conditions as amended in 1972, etc.; CIF deliveries shall also be subject to regulations 2, 3, 5, 7 to 18 and 21 of the Warsaw-Oxford Rules 1932.

IX. Call Orders

1. Goods notified as ready for shipment as per contract shall be called immediately. Failure to do so shall entitle us, after a reminder, to ship them at our option at the cost and risk of the buyer or to store them at our discretion with immediate invoicing.
2. Where contracts are based on continuous deliveries, the buyer shall provide us with calls and batch instructions for approximately equal monthly quantities. Failure to do so shall entitle us to decide at our discretion.
3. Where individual calls exceed the total contractual quantity, we shall have the right, but not be obliged, to supply the additional quantity. The additional quantity may be charged at the prices applicable at the time of the call or delivery.

X. Liability for defects

1. Material defects of the goods shall be notified immediately in writing, or within seven days from delivery at the latest. Material defects which could not be detected within this period despite careful inspection shall be notified to the seller in writing immediately on discovery, or prior to expiry of the statutory period of limitation at the latest. At the same time, any and all use and processing shall immediately be discontinued.
2. Once the buyer has accepted the goods as agreed, any notification of material defects which could have been detected during the agreed acceptance inspection shall be excluded.
3. In the event of a justified and timely notification of defects, we shall be given opportunity, at our option, to remedy the defect or provide goods

in perfect condition (subsequent performance). In case of failure or refusal of subsequent performance, the buyer shall be entitled to reduce the purchase price or, after a reasonable but unsuccessful period of grace, to withdraw from the contract. For minor defects, the buyer shall only have the right to claim a reduction of the purchase price.

4. Where the buyer fails to give us immediate opportunity to verify the material defect and make the rejected goods, or samples thereof, available to us especially at our request, (to the extent permitted by applicable law) all rights relating to the material defect shall expire.
5. Where goods have been sold as downgraded material – with the exception of Ila material – the buyer shall not be entitled to any rights arising from material defects where these result from the reasons stated for the downgrading or such as may normally be expected in this regard. Where goods sold are Ila material, our liability for defects shall be excluded (to the extent permitted by applicable law).
6. We shall assume responsibility for expenses associated with subsequent performance only where reasonable in each case, particularly in relation to the purchase price of the goods. No responsibility shall be assumed for expenses incurred as a result of transporting the purchased goods to a location other than the seat or place of business of the buyer, unless in accordance with the terms of the contract.

XI. General limitation of liability

1. We shall only be liable for breach of contractual or other obligations, specifically for impossibility of performance, default, culpa in contrahendo and unlawful acts, in the event of intent or gross negligence. This shall include our executive staff and other vicarious agents and shall be limited to damaged typically foreseeable for this type of contract.
2. The warranties and conditions stated in these Terms and Conditions are in lieu of all other conditions, warranties or other terms that might be implied into or incorporated into these Terms and Conditions whether by statute, common law or otherwise, all of which are hereby excluded to the extent permitted by law.
3. Subject to XI. 1, we will not be liable to the buyer under any statute or in contract, tort or otherwise for any:
 - a. loss of profits, business revenue, business opportunity, contracts, goodwill and/or anticipated savings, whether direct or indirect; and/or
 - b. indirect or consequential loss or damage, which arises out of or in relation to these Terms and Conditions, or any order.
4. Subject to XI. 1, our total aggregate liability to the buyer in connection with each order for our goods or services (whether such liability arises under any statute or in contract, tort or otherwise) shall be limited to the total price payable by the buyer under that order.
5. Subject to XI. 1, our total aggregate liability to the buyer under or in connection with these Terms and Conditions (whether such liability arises under any statute or in contract, tort or otherwise) shall be limited in each calendar year to [€1,000].

XII. Place of Performance and jurisdiction, applicable law and contract language

1. These Terms and Conditions are governed by and shall be construed in accordance with English law, and, except as set out in XII. 2, we and the buyer hereby submit to the exclusive jurisdiction of the English courts.
2. The buyer acknowledges and agrees that we may bring an action against it in respect of breach of these Terms and Conditions in any jurisdiction in which it or its assets are located.
3. The contract language shall be English. Where contracts are translated into a different language, the English version shall prevail in all questions of interpretation.

XIII. Partial invalidity

1. Should any individual provision or any part of any provision of these Terms and Conditions be or become void or unenforceable, the validity of the remaining provisions hereof shall in no way be affected. In such case, the parties shall agree to replace the void and/or unenforceable provision or provisions by relative provisions acceptable to both parties which come as close as possible to the sense and purpose of the deleted section.