

Standard Terms and Conditions of Sale of Goods and Supply of Services

1. INTERPRETATION

1.1. In these Conditions:

"Contract" means the contract between the Supplier and the Client formed by acceptance by the Supplier of the Client's order pursuant to these terms and conditions;

"Client" means the person, firm or company that purchases Services from the Supplier;

"Supplier" means ELCA Systems LLC, Dubai Investment Park, Dubai, UAE "Payment Milestones" means any deliverable-linked review of the Services on a date by which a part of the Services is due to be completed in conjunction with scheduled payment instalments; "Services" means which the Client requires the Supplier to undertake;

1.2. Any reference in this Contract to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3. The headings in this Contract are for convenience only and shall not affect their interpretation.

2. BASIS OF THE SUPPLY OF SERVICES

2.1. The Supplier is experienced in execution of the Services and has the skill, expertise and knowledge to advise and to fulfil the Client's particular requirements.

2.2. The Client wishes to rely wholly and exclusively on the Supplier's skill, expertise and knowledge to fulfil the Client's particular requirements as specified by the Supplier to its satisfaction and approved by the Client.

3. FORMATION OF THE CONTRACT

The Client's purchase order or a written or emailed order constitutes an offer by the Client to purchase the Services specified in it on these conditions; accordingly the execution and return of the acknowledgement copy of the purchase order form by the Supplier, or the Supplier's commencement or execution of work pursuant to a purchase order or written or emailed request shall establish a contract for the supply and purchase of those Services on these conditions. The Client's standard terms and conditions (if any) attached to or enclosed with or referred to in any order shall not govern this Contract.

4. ACCEPTANCE OF CONDITIONS

These conditions shall apply to and be incorporated in the Contract and prevail over any inconsistent terms or conditions contained in or referred to in the Client's purchase order, confirmation of order, or specification, or implied by law, trade custom, practice or course of dealing. No addition to, variation of or attempted exclusion of any term of the Contract shall be binding on the Supplier unless in writing and signed by a duly authorised representative of the Supplier.

5. CLIENT'S REQUIREMENTS

Upon execution of this Contract the Client will be solely responsible for properly communicating the Client's requirements in respect of the Services to the Supplier and the Supplier discuss the same with the Client and effecting the implementation of the same and the Client will agree suitable dates for its completion.

6. PRICE

6.1 All prices quoted are valid (subject to the provisions of clause 6.2) for 30 days from the date of the quote only or until earlier acceptance by the Client after which time they may be altered by the Supplier without giving notice to the Client.

6.2 The Supplier reserves the right by giving notice to the Client at any time before completion of the Services (or completion of an element of the Services required under the relevant Payment Milestone) to increase the price of the Services and the final requirements to reflect any increase in the cost to the Supplier which is due to any change in dates, quantities or specifications for the Services which are requested by the Client or any delay caused by any instructions of the Client or failure of the Client to give the Supplier adequate information or instructions, and the Supplier reserves the right to levy an additional charge for labour-related costs should urgent jobs be required outside normal working hours.

6.3 The price is exclusive of any applicable value added tax which the Client shall be additionally liable to pay to the Supplier.

7. PAYMENT

7.1 The Client shall pay the price of the Services on the dates and/or Payment Milestones agreed between the parties Supplier and Client. Bank charges for transfers charged by Client's bank to Supplier's account will be borne by Client.

7.2 If the Client fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to:

7.2.1 withdraw Services to the Client with immediate effect;

7.2.2 appropriate any payment made by the Client to such of the Services as the Supplier may think fit;

7.2.3 charge the Client interest (both before and after any judgment) on the amount unpaid at the rate of 12% per annum from time to time until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).

7.3 Subject to special terms agreed in writing between the Client and Supplier, the Supplier shall be entitled to invoice the Client for the price of the Services once the parties agree that the Services have been completed OR if the production of any services goes past the expected delivery date because of delays caused by the Client, then the Supplier, reserves the right to invoice the Client for the % costs of services incurred to date OR the Supplier shall be entitled to invoice the Client for the price of the Services in accordance with any Payment Milestones agreed between the parties.

7.4 If any monies are outstanding and overdue for payment to the Supplier, the Supplier reserves the right to terminate or suspend any other services or orders for the Client until all monies are paid in full.

8 DELIVERY

8.1 With regard to any service element pursuant to the Services requiring the delivery of any tangible goods, should this be appropriate, from the Supplier to the Client is to take place through the medium mutually agreed.

8.2 Any dates for quoted delivery of any goods (produced through the execution of the Services) are approximate only and the Supplier shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the contract unless previously agreed by the Supplier in writing. The goods may be delivered by the Supplier in advance of the quoted delivery date upon giving reasonable notice to the Client and upon acceptance of the advance date by the Client.

9 RISK AND PROPERTY

9.1 If tangible goods are to be delivered to the Client, risk in those goods shall pass to the Client once delivery of the goods from the Supplier to the Client has taken place or handed over to the client's authorized transporter

10 LIMITATION OF LIABILITY AND INDEMNITIES

10.1 The following provisions set out the entire financial liability of the Supplier (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Client in respect of:

10.1.1 any breach of the Contract howsoever arising;

10.1.2 any use made by the Client of the Services or any part of them; and

10.1.3 any representation, misrepresentation (whether innocent or negligent), statement or tortious

10.1.4 act or omission (including negligence) arising under or in connection with the Contract.

10.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

10.3 Nothing in these conditions excludes the liability of the Supplier:

10.3.1 for death or personal injury caused by the Supplier's negligence;

10.3.2 for fraud or fraudulent misrepresentation.

10.3.3 agreed between the parties), FTP or email, depending on the specific nature of the Services required.

10.4 Subject to 10.1 and 10.2 the Supplier shall not in any circumstances be liable, whether in tort (including for negligence or breach of statutory duty howsoever arising), contract, misrepresentation (whether innocent or negligent) or otherwise for:

10.4.1 loss of profits; loss of business; depletion of goodwill or similar losses; loss of use; or

10.4.2 loss or corruption of data or information or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.

10.5 the Supplier's total liability in contract, tort (including negligence or breach of statutory duty howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the price paid for the Services.

10.6 The Client agrees to indemnify and hold harmless and defend at its own expense the Supplier from and against any and all claims affecting the results of this Contract and to indemnify the Supplier in respect of all other matters for which indemnification is agreed in this Contract.

10.7 The Supplier undertakes that the Client will be given notice of any claim described in 10.1 above that is made against the Supplier and the Client will have the right to defend any such claims and make settlements thereof at its own discretion and at its own expense in order to settle or oppose any such claims.

11 CONFIDENTIAL INFORMATION AND SECURITY

11.1 All information, drawings, specifications, documents, contracts, design materials and all other data which the parties may have imparted to each other and may from time to time impart to each other relating to their business, clients, prices, services, requirements, contracts (including this Contract), including any technical specifications, is proprietary and confidential.

11.2 The Supplier hereby agrees that it will use such confidential information and all other data solely for the purposes of this Contract and that it will not, at any time during or any time after the completion, expiry or termination of this Contract use or disclose the same whether directly or indirectly, to any third party without the Client's prior written consent.

12 TERMINATION

12.1 Notwithstanding any other provisions herein contained and without prejudice to any other rights such party serving notice may have, the Supplier may forthwith terminate this Contract by written notice to the Client if any of the following events occur:

12.1.1 if the Client commits any breach of the terms or conditions of this Contract including the terms, conditions and provisions of any schedule attached or adopted hereto and fails to remedy such breach (unless it is a breach which entitles the Supplier to terminate this Contract immediately or insofar as such breach is not capable of remedy to furnish adequate compensation therefor) within thirty (30) days after receiving written notice requiring it to do so;

12.1.2 if the Client becomes bankrupt or compounds or makes any arrangement with or for the benefit of its creditors or (being a company) enters into compulsory or voluntary liquidation or amalgamation (other than for the purpose of a bona fide reconstruction or amalgamation without insolvency) or has an administrator or manager appointed of the whole or substantially the whole of its undertakings or if any distress or execution will be threatened or levied upon any equipment and/or software or other property of the party entitled to serve notice hereunder or if

the other party is unable to pay its debts in accordance with the law relating to this Contract

12.2 Termination of this Contract will be without prejudice to any accrued rights of either party and will not affect obligations which are expressed not to be affected by expiry or termination hereof.

13 FORCE MAJEURE

The Supplier shall not in any circumstances have any liability under the Contract in any way whatsoever if it is prevented from, or delayed in, performing its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including without limitation for destruction, damage, delay or any other matters of that nature whatsoever arising out of war, rebellion, civil commotion, strikes, lock-outs and industrial disputes (whether involving the workforce of the Supplier or any other party), fire, explosion, earthquake, acts of God, flood, drought, or bad weather, pandemic or compliance with any law or government order rule regulation or direction, breakdown of plant or machinery, malicious damage, failure of a utility service or transport network or default of suppliers or sub-contractors.

14. NOTICES

Any notice required or permitted under the terms of this Contract or required by statute, law or regulation will (unless otherwise provided) be in writing and will be delivered in person, sent by facsimile or first class post or registered mail (properly posted and fully prepaid in an envelope properly addressed) or sent by facsimile or by e-mail to the respective parties at their registered offices or such addresses as may have been notified to the other party for that purpose.

15. WAIVER

Failure or neglect by the Client to enforce at any time any of the provisions hereof will not be construed nor will be deemed to be a waiver of the Client's rights hereunder nor in any way affect the validity of the whole or any part of this Contract nor prejudice the Client's rights to take subsequent action.

16. SEVERABILITY

In the event that any of these terms, conditions or provisions or those of any schedule or attachment hereto will be determined by any competent authority to be invalid, unlawful or unenforceable to any extent such term, condition or provision will to that extent be severed from the remaining terms, conditions and provisions which will continue to be valid to the fullest extent permitted by law and with whatever modification is necessary to give effect to the commercial intention of the parties.

17. LAW

This Contract shall be governed by the law of United Arab Emirates and the Client agrees to submit to the exclusive jurisdiction of the Courts of UAE.

18. ASSIGNMENT

18.1. The Client shall not without the prior written consent of the Supplier assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

18.2. The Supplier may at any time assign, transfer, charge, sub-contract or deal in any other manner with all or any of its rights or obligations under the Contract.

19. NO PARTNERSHIP OF AGENCY

Nothing in the Contract is intended to or shall operate to create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

20. THIRD PARTY RIGHTS

The Contract is made for the benefit of the parties to it and (where applicable) their successors and permitted assigns, and is not intended to benefit, or be enforceable by, anyone else.