



General Conditions of Sale and Delivery

1. General

1.1 The present Terms of Sale and Delivery shall apply to all business relations of the Supplier (Marine Power International FZC) with other companies ("The Buyer/s"). The Supplier and the Buyer/s shall be jointly referred to as "The Parties". In particular, the Supplier shall provide all the services and supplies ("The Services") to the Buyer exclusively on the basis of these General Terms of Sale and Delivery, whether expressly referring to them in a specific case or not.

1.2 At the latest by issuing its declaration of agreement with the Supplier, the Buyer irrevocably accepts these General Terms of Sale and Delivery. No General Terms of Business of the Buyer shall become part of the contract, irrespective of whether the Buyer refers to them and irrespective of the time of receipt of such Buyer's Terms at the Supplier

2. Quotation & Acceptance of Order

2.1 All quotations of the Supplier are without obligation and subject to modification. Buyer's orders not containing a deadline for acknowledgement shall bind the Buyer for at least four weeks.

2.2 Any contracts with the Supplier shall not become effective until written acceptance and acknowledgement of the order by the Supplier ("Order acknowledgement").

2.3 Any deviations in the order acknowledgement shall be considered as accepted if the Buyer does not contradict the deviation in question expressly and in writing, within seven days from the receipt of the order acknowledgement.

3. Prices and terms of payment

3.1 In case of doubt, the prices serving as the basis of the Contract are to be read as, Ex works prices exclusive of packing, dispatch & the legal applicable taxes.

3.2 Unless other wise agreed upon different payment terms, the Buyer shall be obliged to pay all invoices at the Supplier's place of business within 30 days from the date of invoice and without deduction.

3.3 Payment is deemed to be complete only when the entire amount stated in the Invoice or Pro-forma Invoice is credited to Sellers account without any deductions. All Bank charges are to be borne by the Buyer.

3.4 In the event of the Buyer failing to pay the purchase price or any other amount which is due, he shall - without prejudice to any damages claim - be obliged to pay the Supplier interest on the due amount at a rate of 2 % p.a. above the current bank lending rate.

3.5 The Buyer shall not be entitled to refuse to make payment on the grounds of claims arising from actions or omissions on the part of the Supplier where such claims have not been recognised by the Supplier. The Buyer shall also not be entitled to offset any counterclaims against the amount of his payment towards the supplier unless this latter has expressly recognized such claims in writing.

4. Delivery

4.1 Any delivery date specified in the Confirmation of Order or otherwise shall be deemed an estimate only, and the Supplier shall not be liable for any loss, damage or expense whatsoever however caused or arising out of any delay in delivery.

4.2 The Buyer shall not be entitled to refuse to accept the Goods because of late delivery.

4.3 Where delivery is made by instalment each such instalment shall be deemed to be the subject of a separate Contract.

4.4 Unless otherwise agreed between the Supplier and the Buyer and stated accordingly in the Order acknowledgement, delivery shall be Ex Works at the Premises of MPI.

5. Passing of Risk and Property in the Goods

5.1 Where delivery is delayed at the request of the Buyer for more than one month, the Supplier shall be entitled to place the Goods in store at the Buyer's risk and expense.

5.2 The property in the Goods shall not pass to the Buyer whether or not the Buyer has taken delivery of the Goods or any part thereof until the Buyer shall have paid to the Supplier the whole of all sums due to the Supplier here under.

6. Specifications

6.1 While the Supplier has taken care to ensure the accuracy of any information data or advice included in any catalogue or other literature furnished to the Buyer, the Supplier

(c) No claim for exchange or repair can be considered unless the defective part or parts are returned at sole cost of the Buyer carriage paid to the Supplier's works together with the following information:

(i) The Seller's reference on the Goods from which the part or parts were taken. (ii) The defects claimed and the reasons for them.

(iii) The date of purchase and the source from which, the Goods were purchased.

(d) This Guarantee does not extend to any defect which in the opinion of the Supplier (which opinion shall be final) was attribute to:

(i) Any form whatsoever of improper use.

(ii) Wear and tear.

(iii) Non-compliance with any instructions issued by the Supplier. (iv) Incorrect fitment howsoever caused.

(v) Neglect of others.

(vi) Abnormal corrosive or abrasive conditions.

(vii) Any alternation or modification having been made to the Goods or any parts thereof or any connected parts without the express approval of the Supplier given in writing.

8. Buyer's Undertakings

The Buyer accepts full liability for and shall at all times indemnify the Supplier against all actions claims demands costs charges and expenses whatsoever arising out of any loss or damage due to any person firm company or property.

9. Termination of the Contract by the supplier

9.1 The Supplier may terminate the Contract forthwith by written notice to the Buyer upon the happening of any of the following events:

(i) Where full payment in respect of the Goods or any instalment of the Goods has not been received by the Supplier by the date specified as the date for payment

(ii) Where the Buyer has failed to provide any Commercial security required by the Contract. (iii) Where the Buyer commits any act of bankruptcy or goes into liquidation or has a receiver Appointed.

(iv) Where the Buyer is in breach of any of these Conditions.

9.2 The granting by the Supplier to the Buyer of time or any other indulgence forbearance or concession shall in no way prejudice or constitute a waiver of the Supplier's entitlement to enforce any of its rights under the Contract expect and to the extent that it shall either constitute a variation of these conditions which has been made in accordance with clause 17.

9.3 If the Supplier terminates the Contract in accordance with this Clause, then, without prejudice to any other rights the Supplier may have, it shall be entitled to retain any advance payment made by the Buyer.

10. Cancellation by the Buyer

The Contract may be cancelled by the Buyer only with the Supplier's written consent, which shall be given or withheld at the sole discretion of the Supplier and upon such terms as the Supplier may deem fit. Unless otherwise agreed upon minimum 25% cancellation charges will be applicable on all the orders

11. Force Majeure

In the event of : civil disturbance, industrial disputes, Act of God, or war (whether declared or in Act) perils of the sea, breakdown in machinery, shortages of raw material or fuel or labour, or sub-contractors of the Supplier or any other unforeseen or exceptional circumstances whatsoever affecting the performance of the Contract, the Supplier may in its discretion either:

(i) Terminate the Contract and return any advance payment made in respect thereof of the Buyer;

or

(ii) Delay delivery for such period or periods as it shall consider necessary and in either case the Buyer shall have no claims whatsoever howsoever arising against the Supplier in respect of such termination or delay.

12. Confidentiality

12.1 Any drawings or technical documents intended for use in manufacture or construction of the Goods and submitted to the Buyer prior or subsequent to the formation of the Contract remain The Supplier's exclusive property. Such drawings or technical documents may not



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accepts no liability in respect of such information, data or advice, whether given negligently or not and the Buyer shall at the time the Contract is made be deemed to have carried out its own investigations and tests of the Goods.

6.2 Subject to the foregoing the Buyer shall inspect the Goods immediately upon arrival at its premises and shall within Fourteen days of their arrival notify the Supplier of any damage, shortage, loss or other particulars by reason of which it alleges that the Goods supplied do not conform with the Contract. If no such notice is received the Goods shall be deemed to have been supplied in accordance with the Contract and to have been accepted by the Buyer.

6.3 Where the Buyer gives notice to The Supplier by virtue of sub-clause 6.2 it shall preserve the Goods intact and as delivered for a period of thirty days after receipt by the Supplier of the notification, during which period the Supplier's agents or employees shall be at liberty to attend the Buyer's premises to investigate the complaint.

6.4 If the Buyer fails to comply with either of sub-conditions 6.2 or 6.3 it shall be deemed to have waived all or any claim actions or rights or remedies it may have in respect of the non-conformity of the Goods to the Contract.

6.5 If upon inspection by the Supplier, the Goods are found to be damaged, short or otherwise not in conformity with the Contract, the Supplier shall in its absolute discretion at its own expense replace or otherwise make good the same.

6.6 Damage, shortage, loss or other non-conformity with the Contract which is present only in a proportion of the Goods shall entitle the Buyer to the remedies given by this Condition only in respect of that proportion or instalment.

7. Seller's Guarantee

For a period of 12 (Twelve) months from the date of invoice or 6 (Six) months from date of installation, whichever occurs earlier, the Supplier will exchange or repair (at the Supplier's discretion) any part or parts thereof requiring replacement or repair by reason of faulty design, workmanship or material, save that:

(a) The Supplier will not be responsible for any expenses which the Buyer and/or User may incur in removing or having removed or replacing any part or parts of the Goods sent for inspection or fitting or having fitted any replacement or new parts supplied in lieu thereof.

(b) MPI is released from any other form of liability including consequential loss or damage caused or arising by reason on the goods not being of the type or quality ordered or by reason of the Goods being delayed or be reason of any other matter whatsoever.

without the Supplier's consent be utilised by the Buyer or copied, reproduced, transmitted or communicated to a third party. The said drawings and documents shall become property of the Buyer only if it is expressly so agreed in writing by the Supplier.

12.2 In the event that an Order or Contract is not proceeded with for any reason whatever, each party shall upon demand return to the other all such materials is referred to in the preceding sub-clause and undertake to destroy any copies thereof which may have been made by it.

13. Assignment

The Contract is personal to the Buyer, which shall not assign or charge the benefit thereof in any manner whatsoever without the Supplier's express written consent.

14. Law

The Contract shall in all respects be constructed and operate in accordance with UAE law, and the Buyer hereby submits to the non-exclusive jurisdiction of the UAE courts.

15. Variation

After the formation of the Contract any alterations, amplifications modifications limitations or additions thereto must be agreed by the parties, made in writing, refer to the Contract, and be annexed to the Confirmation of Order.

16. Notices

Notices shall be made in writing and posted in a first-class pre-paid envelope to the Buyer's or Seller's address as shown respectively on the Order and Confirmation of Order or failing those to the address at which one party reasonably believes the other to be carrying on business.

17. Construction

The clause headings hereto shall not affect the construction of these Conditions

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