

TERMS & CONDITIONS OF SALE

1. INTERPRETATION

- (A) 'CLEVELAND CABLE' MEANS CLEVELAND CABLE TRADING FZCO.
- (B) 'CUSTOMER' MEANS THE PERSON(S) OR BODY(IES) CORPORATE TO WHOM THESE TERMS AND CONDITIONS ARE DIRECTED.
- (C) 'GOODS' MEANS ALL GOODS ORDERED FROM CLEVELAND CABLE BY THE CUSTOMER.
- (D) 'TERMS' MEANS THESE TERMS AND CONDITIONS OF SALE.
- (E) 'CLAIM' MEANS ANY CLAIM, ACTION, PROCEEDING, LOSS, DAMAGE, COST, EXPENSE OR LIABILITY WHATSOEVER INCURRED OR SUFFERED BY OR BROUGHT OR MADE OR RECOVERED AGAINST ANY PERSON HOWEVER ARISING (WHETHER OR NOT PRESENTLY ASCERTAINED, IMMEDIATE, FUTURE OR CONTINGENT). NOTHING IN THESE CONDITIONS SHALL BE READ OR APPLIED SO AS TO EXCLUDE, RESTRICT OR MODIFY OR HAVE THE EFFECT OF EXCLUDING, RESTRICTING OR MODIFYING ANY CONDITION, WARRANTY, GUARANTEE RIGHT OR REMEDY IMPLIED BY LAW AND WHICH BY LAW CANNOT BE EXCLUDED, RESTRICTED OR MODIFIED.
- (F) 'LEGAL OR COLLECTION COSTS' MEANS ALL THE FEES WHAT CLEVELAND CABLE PAYS TO ITS LAWYER, THE COURT FEES AND ALL THE ADMINISTRATION FEES (INCLUDING WITHOUT LIMITED TO THE LEGAL TRANSLATION OF THE DOCUMENTS, THE FEES FOR COPY THE FILE, COURTS ANNOUNCEMENTS AND OTHER EXPENSES THAT SHOULD APPEAR), TO RECOVER THE UNPAID / LOSS MONEY FROM THE CUSTOMER.

2. QUOTATIONS

UNLESS PREVIOUSLY WITHDRAWN, CLEVELAND CABLE QUOTATIONS ARE OPEN FOR ACCEPTANCE WITHIN THIRTY (30) DAYS AFTER THEIR DATE.

'CLEVELAND CABLE' QUOTATION AND ACCEPTANCE OF ORDER ARE ON THE BASIS THAT THE CUSTOMER WARRANTS THAT ALL GOODS ORDERED FROM CLEVELAND CABLE ARE FOR THE PURPOSE OF SUPPLY BY THE CUSTOMER TO ITS CUSTOMERS AND THE OUTLETS FROM TIME TO TIME IDENTIFIED BY THE CUSTOMER AND ACCEPTED BY CLEVELAND CABLE.

3. PRICES

THE PRICES OF CLEVELAND CABLE GOODS IN CATALOGUES ARE CURRENT PRICES AT THE TIME OF ISSUE OF THE CATALOGUE(S), HOWEVER CLEVELAND CABLE RESERVES THE RIGHT TO VARY THESE PRICES AT ANY TIME. THERE IS A MINIMUM VALUE PER INVOICE OF 500 AED.

4. TAXES AND DUTIES

ALL PRICES INCLUDED IN THIS PRICE LIST ARE EXCLUSIVE OF LOCAL TAXES, DUTIES OR ANY OTHER CHARGES OR COSTS ASSOCIATED WITH CLEARANCE OF GOOD OR TRANSPORT FROM PORT. THESE ARE THE RESPONSIBILITY OF THE CUSTOMER.

5. PAYMENT

PAYMENT OF GOODS IS PER AGREED COMMERCIAL TRADING TERMS ON THE ACCOUNT APPLICATION FORM.

THE INVOICES ARE PAYABLE CASH/PERSONAL CHECK/MONEY ORDER, NO LATER THAN THE PAYMENT TERMS SET OUT IN OUR ORDER OFFER OR THE AGREED TERMS WHEN THE ACCOUNT WAS OPENED. IF THE INVOICE IS NOT PAID IN 90 DAYS OF THE INVOICE ISSUANCE DATE, CLEVELAND CABLE RESERVES THE RIGHT TO COMMENCE RECOVERY ACTION ON ANY OVERDUE AMOUNT WITHOUT NOTICE TO THE CUSTOMER. ANY LEGAL OR COLLECTION COSTS INCURRED IN THE RECOVERY OF ANY OVERDUE AMOUNTS WILL BE RECOVERABLE FROM THE CUSTOMER.

IF THE CUSTOMER FAILS TO PAY CLEVELAND CABLE ANY SUM WHEN DUE, CLEVELAND CABLE SHALL BE ENTITLED TO CHARGE INTEREST AT THE RATE OF 2% PER MONTH ON THE OVERDUE AMOUNT AFTER THE DUE DATE.

6. DELIVERY

THE DELIVERY DATE QUOTED IS AN ESTIMATE ONLY BASED UPON INFORMATION AVAILABLE AT THE TIME OF QUOTING AND CLEVELAND CABLE SHALL NOT BE LIABLE FOR LATE DELIVERY OR NON-DELIVERY. CLEVELAND CABLE SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR DELAY OCCASIONED BY THE CUSTOMER ARISING FROM LATE OR NON-DELIVERY.

IF THE CUSTOMER FAILS TO TAKE DELIVERY OF A COMPLETE CONSIGNMENT OF PARTS THEREOF ON THE DATE AGREED UPON AND PROVIDED THAT THERE IS NO AGREEMENT TO THE CONTRARY, THE CUSTOMER SHALL BE OBLIGED TO EFFECT PAYMENT AS IF DELIVERY HAS BEEN MADE.

7. ACCEPTANCE

UPON DELIVERY OF THE GOODS TO THE CUSTOMER, THE CUSTOMER SHALL BE DEEMED TO HAVE ACCEPTED THE GOODS.

IMMEDIATELY ON RECEIPT OF THE CONSIGNMENT, THE CUSTOMER MUST MAKE SURE THAT ALL PARTS ARE INTACT AND IN COMPLIANCE WITH THEIR ORDER.

ANY COMPLAINT FROM CUSTOMER, ARISING AFTER 90 DAYS UPON DELIVERY OF THE GOODS TO THE CUSTOMER, WILL NOT BE CONSIDERED.

8. RETENTION OF TITLE

CLEVELAND CABLE RESERVES THE FOLLOWING RIGHTS IN RELATION TO THE GOODS UNTIL ALL ACCOUNTS OWED BY THE CUSTOMER TO CLEVELAND CABLE IN RESPECT OF THE GOODS HAVE BEEN PAID IN FULL:

- (A) LEGAL OWNERSHIP OF THE GOODS,
- (B) TO ENTER THE CUSTOMER'S PREMISES (OR THE PREMISES OF ANY ASSOCIATED COMPANY OR AGENT WHERE THE GOODS ARE LOCATED WITHOUT LIABILITY FOR TRESPASS OR ANY RESULTING DAMAGE) AND TAKE POSSESSION OF THE GOODS, AND
- (C) TO KEEP OR RE-SELL ANY GOODS REPOSSESSED PURSUANT TO (B) ABOVE. IF THE GOODS ARE RESOLD, OR PRODUCTS MANUFACTURED USING THE GOODS ARE SOLD BY THE CUSTOMER, THE CUSTOMER SHALL HOLD SUCH PART OF THE PROCEEDS OF ANY SUCH SALE AS REPRESENTS THE INVOICE PRICE OF THE CLEVELAND CABLE GOODS SOLD OR USED IN THE MANUFACTURE OF THE PRODUCTS SOLD IN A SEPARATE IDENTIFIABLE ACCOUNT AS THE BENEFICIAL PROPERTY OF CLEVELAND CABLE AND SHALL PAY SUCH AMOUNT TO CLEVELAND CABLE UPON REQUEST, NOT WITHSTANDING THE PROVISIONS ABOVE CLEVELAND CABLE SHALL BE ENTITLED TO MAINTAIN AN ACTION AGAINST THE CUSTOMER FOR THE INVOICE PRICE.

9. PASSING RISK

RISK IN THE GOODS SHALL PASS TO THE CUSTOMER UPON DELIVERY OF THE GOODS TO THE CUSTOMER OR COLLECTION OF THE GOODS BY THE CUSTOMER'S AGENT OR COURIER, AS THE CASE MAY BE.

THE CUSTOMER SHALL INSURE THE GOODS FOR THEIR FULL REPLACEMENT VALUE FROM THE TIME THAT RISK IN THE GOODS PASSES TO THE CUSTOMER UNTIL THE TIME THAT TITLE TO THE GOODS PASSES TO THE END-USER.

THE CUSTOMER SHALL HOLD THE GOODS AS BAILEE BUT SHALL NOT BE ENTITLED TO RECEIVE ANY REMUNERATION IN RESPECT OF THAT BAILMENT.

10. DEFAULT

IF THE CUSTOMER DEFAULTS IN PAYMENT OR OTHERWISE FAILS TO CARRY OUT THE TERMS OR REPUDIATES THIS OR ANY OTHER CONTRACT WITH CLEVELAND CABLE, OR IF THE CUSTOMER STOPS PAYMENT DUE TO THE FACT THAT HE CALLS A MEETING OF ITS CREDITORS BECAUSE OF THE PAYMENT DIFFICULTIES OR BECAUSE THE CUSTOMER BECOMES INSOLVENT OR SUBJECT TO BANKRUPTCY LAWS, OR HE CALLS A MEETING FOR THE PURPOSE OF OR GOES INTO LIQUIDATION OR HAS A WINDING UP SUMMONS PRESENTED AGAINST IT OR HAS A RECEIVER, CONTROLLER OR ADMINISTRATOR APPOINTED, CLEVELAND CABLE AT ITS OPTION AND NOTWITHSTANDING THE WAIVER OF SUCH DEFAULTS OR FAILURE AND WITHOUT PREJUDICE TO ITS RIGHT UNDER THE CONTRACT, MAY SUSPEND OR CANCEL THE CONTRACT OR REQUIRE PAYMENT IN CASH BEFORE OR ON DELIVERY. CLEVELAND CABLE MAY TAKE POSSESSION OF THE GOODS AS IS MENTIONED IN THE ARTICLE 8 (" RETENTION OF THE TITLE") OF THIS DOCUMENT, AND WITHOUT PREJUDICE TO ANY CLAIM IT MAY ARISE FOR ANY LOSS RESULTING FROM SUCH RE- SALE, CLEVELAND CABLE HAS ALL FACILITY TO WITHDRAWN AT ANY TIME ALL CREDIT FACILITIES AVAILABLE TO THE CUSTOMER

11. ORDER CANCELLATION

NO ORDER MAY BE CANCELLED EXCEPT WITH CONSENT IN WRITING AND ON TERMS WHICH WILL INDEMNIFY CLEVELAND CABLE AGAINST ALL LOSSES.

A CANCELLATION FEE OF 50% OF THE ORDER VALUE IS APPLICABLE TO ALL ORDERS CANCELLED AFTER 7DAYS OF ACCEPTANCE OF ORDER OF CLEVELAND CABLE. CLEVELAND CABLE SHALL BE ENTITLED TO CANCEL THE ORDER BY NOTIFYING THE CUSTOMER IN WRITING IF FULFILLMENT IS IMPOSSIBLE WITHIN A REASONABLE PERIOD OF TIME BECAUSE OF WA, STRIKE, LOCKOUT, POLITICAL CONDITIONS OR OTHER INCIDENCE OR FORCE MAJEURE BEYOND CLEVELAND CABLE CONTROL. THE SAME APPLIES IN THE CASE OF DELAYED OR FAULT DELIVERY FROM SUB-SUPPLIER, IN THE EVENT OF SUCH INCIDENCE CLEVELAND CABLE SHALL NOT BE LIABLE TO PAY DAMAGES TO THE CUSTOMER.

12. RETURNS

CLEVELAND CABLE SHALL NOT BE UNDER ANY OBLIGATION TO ACCEPT GOODS RETURNED BY THE CUSTOMER.

PRIOR WRITTEN APPROVAL MUST BE OBTAINED BEFORE ANY GOODS WILL BE ACCEPTED FOR RETURN. ALL GOODS RETURNED TO CLEVELAND CABLE MUST BE IN THEIR ORIGINAL PACKAGING, UNDAMAGED, ACCOMPANIED BY DOCUMENTATION STATING THE ORIGINAL INVOICE NUMBER, DATE OR PURCHASE, CUSTOMER ORDER NUMBER AND REASON FOR RETURN. A 15 % RESTOCKING FEE OF THE ORIGINAL INVOICE AMOUNT WILL BE DEDUCTED FROM THE CREDIT.

CLEVELAND CABLE WILL ONLY CONSIDER THE RETURN OF STANDARD GOODS LISTED IN CLEVELAND CABLE CURRENT PUBLISHED PRICE LIST AND WHERE SUCH GOODS ARE UNSOILED, UNDAMAGED AND RESALEABLE CONDITION.

FREIGHT INSURANCE FOR GOODS RETURNED MUST BE PRE-PAID.

13. PRODUCT LIABILITY

CLEVELAND CABLE SHALL NOT BE LIABLE IN RESPECT OF ANY CLAIM CAUSED BY OR ARISING OUT OF THE USE OF THE GOODS EXCEPT INsofar AS THE SAME MAY BE IMPOSED UPON IT OR IMPLIED INTO THE TRANSACTION BY ANY STATUS, THE PROVISION OF WHICH CAN NOT BE EXCLUDED BY THESE TERMS.

CLEVELAND CABLE EXPRESSLY DISCLAIMS RESPONSIBILITY FOR GOODS MANUFACTURED OR SUPPLIED BY IT THAT:

- I) ARE DAMAGED BY ACCIDENT,
- II) ARE DAMAGED BY ABNORMAL OPERATING CONDITIONS, WAR, VIOLENCE, STORM, CATAclySM OR OTHER ACTS OF NATURE,
- III) ARE DAMAGED BY EQUIPMENT BEING USED FOR ANY APPLICATION WHICH THE PRODUCT IS NOT MANUFACTURED OR RECOMMENDED,
- IV) ARE DAMAGED CAUSED BY SAND, ABRASIVE MATERIALS, CORROSION DUE TO SALINE WATER, HAZARDOUS LIQUID, ELECTROLYTIC ACTION, LIQUID TEMPERATURE BEYOND THE RECOMMENDED RANGE, CAVITATION, IMPROPER SUPPLY OF VOLTAGE OR INSUFFICIENT LIQUID TO ENABLE THE PRODUCT TO PERFORM,
- V) ARE DAMAGED BY NOT BEING INSTALLED IN ACCORDANCE WITH CLEVELAND CABLE INSTALLATION INSTRUCTIONS AND ACCEPTED CODES OF GOOD PRACTICE,

14. WARRANTY

ACCEPT FOR ANY WARRANTY EXPRESSLY GIVEN BY CLEVELAND CABLE, ALL OTHER CONDITIONS AND WARRANTIES WHATEVER, WHETHER STATUTORY OR OTHERWISE ARE HEREBY EXCLUDED INsofar AS THE SAME MAY BE LAW FULLY EXCLUDED BY AGREEMENT BETWEEN THE PARTIES TO THE CONTRACT.

IN THE CASE OF ANY SALE OF GOODS MORE PURSUANT TO THESE TERMS THE LIABILITY OF CLEVELAND CABLE AS AFORESAID IS LIMITED TO:

- (I) THE REPAIR OF THE GOODS,
- (II) THE REPLACEMENT OF THE GOODS, OR
- (III) THE PAYMENT OF THE COSTS OF HAVING THE GOODS REPAIRED

CLEVELAND CABLE LIABILITY IS EXPRESSLY LIMITED TO PAY TO THE CUSTOMER AN AMOUNT EQUAL TO:

- (I) THE COST OF HAVING THE PRODUCT REPAIRED,
- (II) THE COST OF REPLACING THE GOODS, OR
- (III) THE COST OF OBTAINING EQUIVALENT GOODS, WHICHEVER IS THE LOWEST AMOUNT

CLEVELAND CABLE RESERVES THE RIGHT TO REFUSE TO REPAIR PRODUCTS, POLLUTED BY POISONOUS MEDIUM OR OTHER LIQUIDS INJURIOUS TO THE ENVIRONMENT.

FREIGHT AND INSURANCE FOR ALL GOODS RETURNED TO CLEVELAND CABLE FOR WARRANTY ASSESSMENT MUST BE PREPAID.

15. DRAWINGS

ALL DRAWINGS AND DESCRIPTIONS SUPPLIED SHALL REMAIN THE PROPERTY OF CLEVELAND CABLE AND MAY NOT BE COPIED, REPRODUCED, PASSED ONTO OR IN ANYWAY COMMUNICATED TO A THIRD PARTY WITHOUT THE PERMISSION FROM CLEVELAND CABLE. THE OWNERSHIP OF DESCRIPTIONS NECESSARY FOR THE PROPER INSTALLATIONS, STARTING, OPERATION AND MAINTENANCE OF THE SUPPLIED PRODUCTS SHALL PASS TO THE CUSTOMER UPON PAYMENT. HOWEVER, CLEVELAND CABLE MAY DEMAND THAT THIS DATA IS TREATED AS CONFIDENTIAL INFORMATION.