

## **Hady Meiser Egypt conditions of sale**

### **1 – General**

The following conditions issued by Hady Meiser Egypt (the seller) apply to any awarded order or contract, to the exclusion of any conditions of order to purchase of the buyer or any other standard, specifications, conditions, or particulars of or adopted by the buyer unless expressly accepted in writing by the seller as part of the contract.

Goods means the subject matter of the contract including (but not limited to) raw materials, finished or semi-finished materials or articles, machinery, parts, spares, commodities etc., and whether one or a number of items whether or not identical or similar.

### **2- Quotations**

Quotations do not constitute an offer by the company to supply the goods or carry out the work referred to therein and no order placed in response to a quotation will be binding unless accepted by the company in writing. All such acceptance by the company will be subject to availability of the necessary materials and to the company being able to obtain any necessary authorization and/or licenses and the same remaining valid.

### **3- Terms and Time of Delivery**

Seller shall deliver the goods DDP at the delivery point and on the date stated in the PO, together with all necessary customs invoices and delivery notes, advice notes, bills of lading and other documents ordinarily accompanying such goods. Any failure or delay in delivery including partial delivery shall be a material breach of seller's duties, seller shall immediately notify buyer in writing of any anticipated delay or deviation involving the goods. Buyer shall upon receipt of any goods perform a reasonable inspection of them without undue delay.

### **4- Price, Invoicing, Payment and Taxes**

The price of the items covered by the PO shall be the price shown for each of such items on the face of the PO. Following delivery/performance, seller shall invoice the goods and services in duplicate and include all necessary references including the PO number. Payment shall be due and payable 45 days from receipt of the correct invoice or 100% cash upon delivery or 50% advanced payment and 50% upon delivery and by the means agreed in writing by the parties. Prices quoted for items supplied under the PO shall include sales and any other transaction taxes unless otherwise quoted by seller.

## **5 . TESTING**

The Seller shall only be obliged to carry out tests which are specified in the contract, and reasonable excesses and deficiencies thereof shall be accepted by the Buyer who shall not be entitled to reject any Goods on the grounds that they are not precisely as specified. Tests and inspections shall take place under the Sellers standard testing arrangements. Any additional testing which the Seller expressly agrees to carry out for the Buyer shall be charged extra to the Buyer and shall be undertaken subject to these conditions. Where the Buyer requires to be present at any tests or inspections the Seller shall give the Buyer as much notice as is reasonably possible of the date and time such tests and inspections shall take place and if the Buyer or any third party fails to attend such tests and inspections the Seiler shall be permitted to undertake such tests and inspections without liability to the Buyer and shall notify the results thereof to the Buyer who shall not be entitled to request further test and inspection.

If any special arrangements have to be made to facilitate the requirements of the Buyer, then at the discretion of the Seller, a charge may be made for all costs incurred in facilitating the inspection of the goods.

## **6- Packing, Transport and Marking**

Seller shall pack and secure transport of the goods in way that are safe, secure and suitable for the nature of goods buyer will pay no charge for packing cartage or carting. Seller shall insure the goods packing and related delivery documents are marked clearly with buyer's name address and order number

## **7- Indemnity**

The provisions of this clause apply if seller's property or personnel are on board buyer facility at any time:

Each party shall defend and hold harmless the other party from and against all claims arising from or related to the PO in respect of: loss or damage to the party and its property. Their consequential loss and loss of product, profit or revenue. Claims by third parties caused by the indemnifying part's negligence or breach of duty. The indemnities are full and primary notwithstanding the seller must carry insurance and Guidelines

## **8- Compliance with Laws, Regulations, Rules**

Seller shall comply with all laws, rules and guidelines applicable to the delivery of the goods or performance of the services

## **9- Title and Risk**

Without prejudice to buyer's rights and remedies herein , title and risk of the goods pass to buyer on delivery ,unless specified otherwise , and seller remains fully responsible for the goods until delivery

#### **10- Warranties**

The seller warrants and undertake that : a- the goods shall be new, of good quality and workmanship , free from defects and fit for the intended purposes set forth in the PO including complying with any specification

b- it shall perform the services with all due care and diligence

#### **11- Discretion**

The seller and the buyer are under the obligation to keep confidential all information and knowledge that he may acquire in connection with the order covered under this agreement. it is also permitted , without written consent from buyer to use his name or any commercial relation with buyer or accompany associated with the buyer for the purpose of advertising or as reference

#### **12- Assignment, amendment or cancellation**

The PO is not assignable by the seller without the prior written consent of buyer .no amendment to the PO shall be binding unless agreed to in written by the parties .

#### **13- Governing law and resolution of disputes**

This agreement shall be governed by the law of the Arab republic of Egypt. All disputes arising from or related to any PO shall be settled by the competent Egyptian courts.

#### **14- Modification**

Any extra work , requirement of modification (including but not limited to foundation work )in relation to the goods or their installation which is expressly specified in the contract or which is expressly excluded by these conditions and which the buyer requests shall if the seller is able to and willing to agree there to be charged extra (including an appropriate allowance for profit)to the extent that such extra requirements or modification increases to cost the seller or performance of the contract , end the seller shall be allowed a reasonable extension or postponement or performance or deliver) dates required to comply with any such request.

#### **15 . CUSTOMER SPECIFICATIONS**

The Seller is entitled to assume that all drawings, descriptions, specifications and other information supplied by the Buyer to the Seller, whether written or verbal, are in all respect complete, accurate and entirely suitable for the Buyer's requirements.

Unless otherwise expressly agreed, the Seller shall have no responsibility for the performance, suitability or durability of any Goods or any materials or workmanship comprised therein to the extent that the same is manufactured in accordance with the Buyer's designs, drawings, standards or specifications.

#### **16 . CONFIDENTIALITY: PATENTS. E T C.**

Any drawings, specifications or other technical information supplied to the Buyer by the Seller in connection with the contract are provided on the express understanding that the Buyer will not give. loan, exhibit or Sell such drawings, specifications or technical information to any third party and that

the Buyer will not use them in any way except in connection with the Goods or services provided hereunder. The copyright in all documents provided by the Seller will remain vested in the Seller.

The Buyer shall indemnify the Seller against all actions, costs (including the cost of defending any legal proceedings), claims, proceedings, accounts and damages in respect of any infringement or alleged infringement of any patent, registered design copyright, trademark or other industrial or intellectual property rights resulting from compliance by the Seller with the Buyers specific requirements- designs or specifications.