

Mayflex MEA DMCC Conditions of Business

1. DEFINITIONS

In these conditions the following words have the following meanings unless the context requires otherwise:

“Contract” means any contract between You and Us incorporating these conditions, whether expressly or by operation of clause 2.2 of these conditions of business, for the sale of Products and/or the provision of the Services;

“Liability” means liability for any and all damages, claims, proceedings, actions, awards, expenses, costs and any other losses and/or liabilities;

“Products” means any products and/or goods ordered from Us by You or to be supplied by Us to You;

“Services” means the services and/or work to be performed by Us for You;

“We, Us, Our” means Mayflex MEA DMCC;

“You, Your, Yourself” means the legal or natural person to whom We supply the Products and/or the Services.

2. BASIS OF CONTRACT

- 2.1. These conditions, as may be amended by Us from time to time, shall govern the agreement between You and Us to the exclusion of any other terms or conditions.
- 2.2. Orders placed by You leading to a contract which is not expressed to be subject to these conditions shall still be subject to them.
- 2.3. These conditions supersede all previous terms and conditions and shall replace any terms and conditions previously notified to You.
- 2.4. No variation to these conditions shall be binding on Us unless contained in Our quotation or agreed in writing between You and one of Our authorized representatives.

3. ORDERS AND CONTRACT

- 3.1. “Quotations” are not binding or capable of acceptance and are estimates only.
- 3.2. We shall have the right to refuse to accept any orders placed for Products and/or Services.
- 3.3. You shall be responsible for the accuracy of an order and for giving Us any information necessary for Us to perform the Contract.
- 3.4. The Contract between You and Us shall come into effect on Our acceptance of Your order.
- 3.5. No order for Products and/or Services shall be deemed accepted by Us until confirmed in writing by Our authorised representative.
- 3.6. If You cancel this Contract for any reason You shall have no further recourse against Us under this Contract.
- 3.7. Should you wish to return goods sent to you under the Contract then it is your responsibility to arrange return of the items to Us. These goods will only be accepted by Us providing they are in a condition to sell as new. A 15% (Minimum \$100.00) charge will be applied to cover our costs for this process. The 15% is of the total value of the items being returned. Any DUTY applied on the original delivery will not be refunded.

4. DELIVERY

- 4.1. Dates for delivery and/or performance are estimates only and are not guaranteed. Time is not of the essence in relation to such dates.
- 4.2. We will use Our reasonable commercial endeavours to ensure delivery and/or performance on the dates specified.
- 4.3. Where Products are delivered by a third party carrier, We shall have no Liability to You for any failure to deliver the Products on or before any agreed time or date. Our maximum Liability for any such failure shall be the charges paid to the carrier in respect of any such delivery.
- 4.4. Where Products are to be delivered in installments, each delivery shall constitute a separate and distinct contract and failure by Us to deliver, or any claim by You in respect of, any installment shall not entitle You to repudiate and/or terminate this Contract as a whole.
- 4.5. Where Services are to be performed in stages, each separate stage shall constitute a separate and distinct contract and failure by Us to deliver, or any claim by You in respect of, any stage shall not entitle You to repudiate and/or terminate this Contract as a whole.
- 4.6. You shall have no right to reject Products and/or Services and shall have no right to rescind for late delivery and/or performance unless the due date for delivery and/or performance has passed and You have served on Us a written notice requiring the Contract to be performed and giving Us not less than 14 days in which to do so and the notice has not been complied with.
- 4.7. We shall not be required to fulfill orders for Products and/or Services in the sequence in which they are placed.
- 4.8. You shall be responsible at Your own cost for all arrangements to unload the Products when delivered to You.
- 4.9. You shall procure during normal working hours that We have free rights of access to the address for delivery for the purpose of delivering the Products.
- 4.10. If You refuse to take delivery of any Products and/or to allow performance of the Services then We shall be entitled to withhold delivery and/or performance of any other Products and/or Services and to treat this Contract as repudiated by You and shall have the right to rescind this Contract. Should subsequent additional delivery charges be incurred by Us/or be applied as a result of the above, these will be invoiced to You.
- 4.11. If the parties agree that the Products are to be collected from Our premises then You shall collect the Products within 3 working days of being notified that the Products are ready for collection. If the Products are not collected by You

within the specified period We may despatch the Products to You at Your expense and risk and/or store the Products at Your expense and risk until despatch and/or collection.

- 4.12. You may request written proof of delivery of the Products by providing us with a verbal or written request for such proof. The form of any proof of delivery is at our sole discretion. Subject to our receipt of such request within 1 month of the date of delivery of the Products, We shall use reasonable endeavours to provide such proof. We have no obligation to comply with requests received after 1 month of the date of delivery of the Products.

5. POSTPONEMENT

- 5.1. We will use Our reasonable commercial endeavours to comply with reasonable requests by You for postponement of delivery of the Products and/or performance of the Services but shall be under no obligation to do so.
- 5.2. Where delivery of the Products and/or performance of the Services is postponed at Your request then You shall pay all Our costs and expenses incurred as a result including reasonable charges for storage, transportation and insurance. In addition You shall be obliged to pay for the Products and/or Services as if delivery and/or performance had not been postponed.

6. PRICE

- 6.1. The price of the Products and/or the Services shall be as quoted to You and for avoidance of doubt such prices are exclusive of any applicable VAT.
- 6.2. Except as otherwise stated, all prices are to be considered Ex Works – Jebel Ali.
- 6.3. We may increase Our prices in relation to the Products and/or the Services which We have agreed to supply where the increase is to take account of increases in costs, expenses and/or materials suffered by Us.
- 6.4. You will be informed in writing by Us of any increases in prices for the Products and/or the Services not less than 30 days before such increase takes effect.
- 6.5. You may cancel without Liability any Contract in relation to which the price is to be increased provided that the notice of cancellation is received by Us 14 days before the scheduled date for delivery of the Products and/or performance of the Services.
- 6.6. If You do not cancel the Contract for the provision of the Products and/or Services within the specified time period then the price increase shall take effect for the Products and/or Services ordered by You.
- 6.7. Our prices are exclusive of any applicable DUTY for which You shall additionally be liable.
- 6.8. Our terms of payment are net cash within 30 days of the end of the month following the date of Our invoice. Time for payment shall be of the essence, unless otherwise agreed with Our financial department at the time of opening an account or at a later stage after review of payment terms approved by Our financial department in writing.
- 6.9. If You default on any payment under any Contract, all payments due under all Contracts between Us shall become payable immediately and We may:
- 6.9.1. charge You interest at the maximum rate permissible by law;
- (a) calculated (on a daily basis) from the due date until payment; and
- (b) before and after any judgment (unless a court orders otherwise);
- 6.9.2. claim fixed sum compensation from You as permitted by law to cover Our credit control overhead costs; and
- 6.9.3. recover any fees, expenses and/or costs incurred by Us in any form of legal action taken by Us against You in respect of any Contract.
- You are to indemnify Us in full and hold Us harmless from all expenses and liabilities We may incur (directly or indirectly including financing costs, legal costs on a full indemnity basis and the cost of instructing a debt recovery agency to recover a debt due to Us if any) following any breach by You of any of Your obligations under any Contract.
- 6.10. Any monies received by Us from You may be applied by Us at Our option against any additional administrative costs and interest charged prior to application against any principal sums due from You against which it may be applied in any order.
- 6.11. We shall be entitled to invoice each delivery of Products and/or stage of the Services separately.
- 6.12. You shall pay all sums due to Us under this Contract without any set-off, deduction, counterclaim and/or any other withholding of monies.
- 6.13. Payment shall not be deemed to be made until We have received either cash or cleared funds in respect of the full amount outstanding.
- 6.14. We shall be entitled to render an invoice to You any time on or after delivery of the Products and/or on or after completion of the Services.
- 6.15. If payment in full is not made to Us when due then We may withhold or suspend future or current deliveries of the Products and/or performance of the Services and delivery and/or performance under any other agreement with You.
- 6.16. If any Services are cancelled or this Contract terminated or delivery and/or performance is suspended before completion of the Services We shall be entitled to be paid on a quantum meruit basis for that part of the Services performed. We may invoice You accordingly and such monies shall be immediately due for payment.

7. CREDIT LIMIT

- 7.1. We may set a credit limit for You. Changes in Your credit limit will be notified to You from time to time.
- 7.2. We reserve the right to refuse to accept orders for Products and/or Services and/or to suspend or withhold delivery of Products and/or the performance of the Services if such Products and/or Services would result in You exceeding Your credit limit or the credit limit is already exceeded.

8. CANCELLATION

- 8.1. You may cancel delivery of the Products and/or performance of the Services at any time up to 72 hours prior to dispatch for UAE shipments, for all other regions then this will be extended to 5 working days. You shall have no Liability to Us in relation to any Contract cancelled in accordance with this clause.
- 8.2. If You purport to cancel this Contract later than the above time limits and/or refuse to accept delivery of ordered Products and/or performance of ordered Services You will indemnify and keep Us indemnified against any and all lost profits, costs (including increased administration costs and legal costs on a full indemnity basis), expenses, damages and any other loss and/or Liability suffered by Us as a result.

9. SPECIFICATION

- 9.1. We shall have no Liability for errors in any specification or details supplied by You and You are solely responsible for their accuracy.
- 9.2. Details and/or specifications in brochures and price lists produced by Us are intended as a guide only and only give a general approximation of the Products and/or Services.
- 9.3. You agree to indemnify and keep indemnified Us against any and all claims, losses, proceedings, actions, awards, liabilities, costs (including legal costs on a full indemnity basis and increased administration costs) expenses, damages and any other losses and/or liabilities arising out of Our use of specifications, details and/or drawings supplied by You.
- 9.4. You confirm and agree that You have not relied upon the details and information contained in Our brochure unless You have sought and obtained written confirmation from Us of their accuracy.
- 9.5. We reserve the right to make changes to the specification of the Products and/or Services as required from time to time by law, applicable safety requirements or manufacturing requirements provided that they do not have a material adverse effect on the quality and/or performance of the Products and/or the Services.
- 9.6. If We do make changes to the specification of the Products and/or Services which have a material adverse effect then You shall have the right to cancel the Contract without Liability.

10. TRADE MARKS AND CONFIDENTIALITY

- 10.1. You shall not make any modification to the Products or their packaging, nor alter, remove, or tamper with any trademarks used on or in relation to the Products and/or Services.
- 10.2. You agree that You will keep confidential and not use except for purposes contemplated by this Contract all information relating to the Products and/or the Services which may be disclosed to You or which You may learn except where such information is public knowledge or it is required to be disclosed by law.
- 10.3. Each party agrees with the other that it will keep all confidential business information regarding the other party confidential and not disclose or use such information which may be disclosed to it or which it may learn except where such information is public knowledge or it is required to be disclosed by law.

11. SITE FOR SERVICES

- 11.1. You will allow and/or procure sufficient access to Our employees, sub-contractors and/or agents to allow them to carry out the Services.
- 11.2. You will allow and/or procure sufficient unloading space, facilities, equipment and access to power supplies to allow the Services to be carried out.
- 11.3. You will ensure that the site where the Services are to be performed is cleared and prepared before the Services are due to commence.

12. PROPERTY AND RISK

- 12.1. Risk in the Products shall pass to You at the time of delivery. Delivery shall be deemed to occur:-
 - 12.1.1. at the time when the Products arrive at the place of delivery if We deliver the Products by Our own transport or We arrange transport in accordance with a specific contractual obligation; or
 - 12.1.2. when the Products leave Our premises; or
 - 12.1.3. after the expiration of 3 days after You have been notified of it, if the Products are available for collection from Us in accordance with clause 4.11.
- 12.2. We shall retain title and ownership of the Products until We have received payment in full in cash or cleared funds of all sums due for all Products and/or Services supplied to You by Us under this Contract and any other agreement between Us and You.

- 12.3. Until payment in full of the price for all Products supplied to You is received by Us, You agree that the Products shall be stored separately from any products or goods belonging to You or any third party and must be clearly marked and identified as being Our property. You agree that Our employees and/or agents shall be entitled to enter Your premises to check compliance with this clause.
- 12.4. Until title in the Products has passed to You, You shall keep the Products insured for the price at which the Products were sold to You against all insurable risks and shall account to Us for any monies relating to the Products under any such policy of insurance upon receipt of the same. Any monies received from You by Us in accordance with this clause shall not discharge Your liability to pay the price for the goods plus interest accrued in accordance with clause 6.10 but shall be set off against any such liability.
- 12.5. You are licensed to agree to sell the Products to Your customers provided that you inform such customers of the clauses contained in this section 12 and impose upon such customers the same obligations that apply to You under this section. You shall be a trustee for Us and shall hold our products for the benefit of Us. In return We will provide You with the right to sell the products. Any sums received for goods sold by You should then be held in trust until You have paid the full purchase price to Us.

13. DEFAULT

- 13.1. If You
- 13.1.1. fail to make any payment to Us when due;
 - 13.1.2. breach the terms of this Contract and, where the breach is capable of remedy, have not remedied the breach within 14 days of receiving notice requiring the breach to be remedied;
 - 13.1.3. persistently breach the terms of this Contract;
 - 13.1.4. pledge or charge any Products which remain Our property, or cease or threaten to cease to carry on business, or propose to compound with Your creditors, apply for an interim order under Section 252 Insolvency Act 1986 or any equivalent provision of law in Your jurisdiction, or being a company, enter into voluntary or compulsory liquidation, have a receiver, administrator or administrative receiver appointed over all or any of Your assets, or take or suffer any similar action in any jurisdiction, or cease to carry on business or become unable to pay its debts as they fall due;
 - 13.1.5. appear to Us due to Your credit rating to be financially inadequate to meet Your obligations under the Contract; and/or
 - 13.1.6. appear reasonably to Us to be about to suffer any of the above events; then We shall have the right, without prejudice to any other remedies, to exercise any or all of the rights set out in clause 13.2 below.
- 13.2. If any of the events set out in clause 13.1 above occurs in relation to You then:-
- 13.2.1. We may enter, without prior notice, any of Your premises (or premises of third parties with their consent) where Products owned by Us may be and repossess and dispose of or sell any Products found which are owned by Us so as to discharge any sums due to Us under this Contract or any other agreement with You;
 - 13.2.2. We may require You not to re-sell or part with the possession of any Products owned by Us until You have paid in full all sums due to Us under this Contract or any other agreement with You;
 - 13.2.3. We may withhold delivery of any undelivered Products and stop any Products in transit;
 - 13.2.4. We may withhold the performance of any Services and cease any Services in progress;
 - 13.2.5. We may cancel, terminate and/or suspend without Liability to You any agreement with You; and/or
 - 13.2.6. all monies owed by You to Us shall forthwith become due and payable.
- 13.3. We shall have a lien over all property or goods belonging to You which may be in Our possession in respect of all sums due from You to Us.
- 13.4. Upon the termination of the Contract for any reason if any monies due to Us from You have not been paid within 14 days of such termination We may sell any property or goods over which We have a lien in accordance with clause 13.3 above (and You agree that We may give good title for such property and/or goods) and shall apply the proceeds of sale firstly in discharging any costs or expenses of sale, secondly in repaying any interest owed by You to Us, thirdly in payment of any principal sums owed to Us and fourthly We shall account to You for the remainder (if any).

14. GUARANTEE

- 14.1. We guarantee that the Products and/or Services will be free from defects in materials and/or workmanship for a period of 12 months from: -
- 14.1.1. in the case of Services the date of completion of the performance of the Services; and/or
 - 14.1.2. in the case of Products the date of delivery of the Products to You.
- 14.2. The guarantee in clause 14.1 above is given by Us subject to the following conditions:-
- 14.2.1. We shall be under no Liability in respect of any defect in the Products and/or Services arising from any drawing, design or specification supplied by You;
 - 14.2.2. We shall be under no Liability in respect of any faults arising after risk in the Products has passed which is caused by any subsequent mechanical, chemical, electrolytic or other damage not due to

- 16.10.3. special damages and indirect losses; and/or
- 16.10.4. business interruption, loss of business, contracts and/or opportunity.
- 16.11. You shall be under a duty to mitigate any loss, damage, costs or expenses that You may suffer (including by maintaining an adequate stock of Products).
- 16.12. Our Liability to You in relation to any one claim shall not exceed the price paid in respect of the Products and/or Services to which that claim relates.
- 16.13. Each of the limitations and/or exclusions in this Contract shall be deemed to be repeated and apply as a separate provision for each of:
 - 16.13.1. Liability for breach of contract;
 - 16.13.2. Liability in tort (including negligence); and
 - 16.13.3. Liability for breach of statutory duty; except clause 16.12 above which shall apply once only in respect of all the said types of Liability.
- 16.14. Nothing in this Contract shall exclude or limit Our Liability for death or personal injury due to Our negligence or any Liability which is due to Our fraud or any other Liability which it is not permitted to exclude or limit as a matter of law.
- 16.15. Nothing in this Contract shall exclude or limit any of Your statutory rights which may not be excluded or limited due to You acting as a consumer.
- 16.16. The limitations in this Contract are necessary in order to allow Us to provide the Products and/or the Services at Our current prices.
- 16.17. If You require greater protection than We may agree to modify the limitations and extend Our guarantees in return for the payment of a higher price for the Products and/or Services.

17. ETHICAL TRADING AND COMPLIANCE WITH LAWS

- 17.1. You shall, and shall ensure that Your directors, officers, employees, agents and any other third parties that perform services on Your behalf shall comply with all applicable laws relating to:
 - 17.1.1. anti-bribery and anti-corruption including but not limited to the UK Bribery Act 2010, and shall not, in particular, offer, promise or agree to give any financial or other advantage to: (i) any official or employee of (or person acting in an official capacity on behalf of) any government, governmental or regulatory agency or other public body in return for such person assisting, either directly or indirectly, in obtaining or retaining business for You, or (ii) any other person as an inducement or reward for the improper performance of any function or activity in relation to obtaining or retaining business for You. If You do not comply with this clause, such non-compliance will be considered a material breach of Contract incapable of remedy and We may terminate the Contract with immediate effect;
 - 17.1.2. all aspects of the UK Modern Slavery Act 2015;
 - 17.1.3. all laws and regulations applicable to the storage, use, handling, installation, registration and labelling of all Products as from their delivery and the disposal of all wastes and residues (including packaging) resulting from your use of the Products
- 17.2. You acknowledge that:
 - 17.2.1. the goods to be supplied could be subject to national and/or foreign statutory provisions, restrictions and regulations for use, import and export controls and embargo (including US, EU and applicable Export Administration Requirements), and may not be sold, leased out or otherwise transferred or used for purposes other than those agreed without export or re-export permits from the competent authorities. You therefore shall comply with all such laws and regulations including all applicable trade compliance control laws and regulations relating to the Products.
 - 17.2.2. the goods supplied by Us may not in any way whatsoever directly or indirectly be used in connection with the design, production, storage or use of chemical, biological or nuclear weapons or transport systems. The goods supplied may not be used for military or nuclear applications without Our prior written permission.
- 17.3. Any breach by You of any of the obligations contained in this article 17 is a fundamental breach of the Agreement and shall give Us the right to terminate the Agreement by operation of law with immediate effect, without prejudice to any other of our rights or means of redress under these Terms and Conditions or the applicable legislation

18. GENERAL

- 18.1. You agree to indemnify and keep indemnified Us against any and all losses, proceedings, lost profits, damages, awards, expenses, costs (including increased administration costs and legal costs on a full indemnity basis), claims, actions and any other losses and/or liabilities suffered by Us and arising from or due to any breach of contract, any tortious act and/or omission and/or any breach of statutory duty by You.
- 18.2. No waiver by Us of any breach of this Contract shall be considered as a waiver of any subsequent breach of the same provision or any other provision.
- 18.3. Each provision of these conditions is severable and distinct from the others. If at any time any provision of this agreement is or becomes unlawful, invalid or unenforceable to any extent or in any circumstances for any reason, it shall to that extent or in those circumstances be deemed not to form part of this agreement but (except to that

extent or in those circumstances in the case of that provision) the legality, validity and enforceability of that and all other provisions of this agreement shall not be affected in any way.

- 18.4. If any provision of these conditions is found to be unlawful, invalid or unenforceable in accordance with clause 1.1 but would be lawful, valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it lawful, valid or enforceable.
- 18.5. We shall not be liable to You for any delay in performance of this Contract to the extent that such delay is due to any events outside Our reasonable control including but not limited to acts of God, war, flood, fire, labour disputes, strikes, lock-outs, riots, civil commotion, malicious damage, explosion, governmental actions and any other similar events. If We are affected by any such event then time for performance shall be extended for a period equal to the period that such event or events delayed such performance.
- 18.6. All third party rights are excluded and no third party shall have any right to enforce this Contract.
- 18.7. This Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
- 18.8. Any dispute or claim arising out of or in connection with this agreement, its subject matter or its formation, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC-LCIA, which Rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three.. The seat, or legal place, of arbitration shall be the Dubai International Financial Centre. The language to be used in the arbitration shall be English. The winning party shall be awarded its legal costs by the tribunal].

19. NON STANDARD ITEMS

- 19.1. Any item that has been ordered that is not listed either on the Mayflex website or the Mayflex catalogue is not subject to our standard returns policy. These items would have been purchased specifically for your needs and therefore we cannot accept their return or cancellation following receipt of your purchase order.

20. DATA PROTECTION

- 20.1. You are informed and You acknowledge that, in the course of our business relationship, We will collect and further process personal data relating to You and Your employees and agents or communicated by You (hereinafter referred to as "Your Data"), for the purpose of managing Your Orders and, more generally, managing Our business relationship. By conducting this processing, We are therefore pursuing Our legitimate interest to conduct business with You.
- 20.2. Your Data may include Your contact details, such as name, surname, email address, professional phone number and postal address, as well as Your bank account details if You are contracting in your individual capacity.
- 20.3. The processing of such Data is necessary for Us in order to be able to manage Our contractual relationship efficiently. Your Data will only be accessed by Our employees on a need-to-know basis only, in accordance with the purposes set forth above or insofar as such access is required by law. We may also share Your Data with Our affiliates for the purpose of processing Your order and conducting the delivery of the Products to Your premises, as necessary. We will retain Your Data for the duration of Our contractual relationship plus the relevant prescription period, except to the extent that we are required by law to retain it for a longer period of time (in which case, we will retain it for the period required by law).