



## **GENERAL TERMS & CONDITIONS OF SALE**

The performance of sales and supply of equipment / parts or other materials undertaken by Emphor shall be governed by the terms and conditions of the written contract for such sale or supply. If no such contract exists, the following terms & conditions shall apply:

1. **PRICES AND CHARGES - Buyer shall pay:**
  - 1.1. For the equipment / services specified in the contract, or if not specified, Emphor's prices in effect at the time of shipment.  
All prices are based on latest Shipping INCOTERMS2010 (published by the ICC - International Chamber of Commerce) as specified in the quote, or if not specified, it is considered as EXW factory.
  - 1.2. For all the additional supplies / services expedited that are required towards the operation of the system & its intended use.
  - 1.3. Packing, Freight, Transportation and Insurance charges from dispatch warehouse to destination warehouse.
  - 1.4. All Bank charges
2. **Technical Advises**  
All the consultancy services provided to Buyer towards procurement, are according to Emphor / Manufacturer's best knowledge and past experiences. Buyer / End user is obliged to apply due diligence in verifying applicability of our advice to his special conditions of production or application or usage. Emphor shall not be held liable & responsible for any damages caused due to this, unless intentional violation of contract has been proven.
3. Emphor shall have the right to modify the design and/or specifications or substitute equipment of another design without materially or adversely affecting the performance or utility of the equipment that Emphor is contracted to supply. If Buyer requests for contract changes which shall require Emphor's prior written consent. Any such changes will result in an equitable additional charge and/or extension of performance time. If the parties do not agree on a price increase and Emphor elects to continue performance to avoid delays, Buyer shall pay Emphor reasonable estimate of the additional work's value.
4. Products supplied herewith are subject to U.N, U.S and U.A.E Trade and Export regulations. Any delivery or export of these materials to individuals or countries should solely be as per these regulations. Both, Emphor and our customers are obligated to comply with the restrictions on Trade and Export sanctioned by the respective country of manufacture, United States of America and United Nations.
5. **TERMS OF PAYMENT:** Unless agreed otherwise, all our invoices are to be paid 100% advance along with purchase order. Any other special payment terms shall be mutually

agreed in writing prior to order acceptance, on a case to case basis.

Detention of payments or balancing of payments against claims of Buyer against Emphor is not allowed, unless these claims are undisputed or legally established. If Buyer delays contract completion, Buyer shall pay on EMPHOR's specified reasonable pro-rata terms. Overdue payments shall carry interest charges of 2% per month or part thereof.

Buyer shall pay Emphor's collection or litigation expenses, including that actually payable or paid to Emphor's Attorney as fees and charges. Should there be reasons to doubt the solvency or credit standing of the client, Emphor reserve the right to demand securities or prepayment for any outstanding delivery or declare immediate maturity of all outstanding claims.

6. **DELIVERY:** The estimated delivery period (start date & end date) is always mentioned on the quote. This proposed delivery is as per the commitment given by the Manufacturer & Emphor shall not be held liable when there is delay in delivery by the Manufacturer. Emphor shall keep Buyer informed / updated on such delays as & when known to us.  
Emphor shall not accept any penalty as liquidated damages, unless specifically agreed in writing prior to order acceptance.  
Emphor reserve the right to postpone delivery in the case of force majeure for the duration of the obstruction plus a reasonable period of recuperation. Should delivery have become impossible by an act beyond our control, Emphor reserve the right to partially or completely rescind the contract.
7. **DELAYS -** When circumstances beyond Emphor's reasonable control occur, the time for contract completion shall be extended to compensate for any resulting delay for a period of time at least equal to the duration of those circumstances. Such circumstances include, but are not limited to, Buyer's acts or omissions, Acts of God, Government actions, labor disputes or shortages, civil disturbances, fires, floods, public health matters, transportation delays, plant accidents, and material or facility procurement delays.  
  
In case of delay wherein delivery / billing / site services could not be executed by Emphor due to various reasons from Buyer side like non-readiness of site, delayed inspection of delivered shipments, delayed approval of our invoices etc...And in those cases Emphor
  - o shall be paid on time based on the Invoice, irrespective of delivery been completed or held due to customer's fault.
  - o shall not be held accountable for delays or damages caused by the customer.
  - o shall be automatically relieved from liquidated damages clause if any accepted in Contract.
  - o shall store the goods at the Customer's risk and cost.



- shall charge for storage fees @1% per month on the goods value, after a minimum specified period of 30 days from the notice of goods that are ready for shipment.
8. **TITLE AND RISK OF LOSS** - Notwithstanding delivery or passage of risk in the merchandise, ownership shall not pass to the Buyer until full payment of all claims against the buyer, regardless of their grounds, is made. But once the Buyer accepts the delivery & becomes the custodian of the merchandise, Buyer is completely liable & responsible towards any loss / damages to the goods.  
If Buyer causes delay in contract completion, Buyer shall pay Emphor's usual storage charges and the Contract value within 30 days after receipt of Emphor's notice that the items sold are ready for shipment. In the case of bankruptcy or suspension of payment, Emphor shall have the right to demand that Buyer declares the assigned receivables, gives all information and documentation necessary for Emphor to collect claims and informs of the assignment. Should third parties try to claim these goods, Buyer is obliged to inform them of our property and immediately inform Emphor of the intend. Buyer will be held responsible for costs and damages.
9. **TESTING, INSTALLATION, SUPERVISION AND INSPECTION** - Testing procedures shall be those specified in the Contract or Emphor's usual testing procedures. Buyer shall inform Emphor promptly on site readiness & allow sufficient time to Emphor for site mobilization. Unless notice of any defects is given to Emphor promptly after completion of installation and/or testing, the items shall be deemed to have met such specifications. At Buyer's request, Emphor may provide supervision of unpacking, assembly, installation, testing and adjusting of equipment or inspection. For such services, Emphor's standard rates of service shall apply.
10. **WARRANTY** – Standard warranty of one year from the date of supply is applicable. All items sold / supplied by Emphor shall only have the manufacturer's warranty, which shall be passed on to Buyer. Transit damages are not covered under warranty. No other warranty, expressed or implied, including but not limited to the implied warranties or merchantability and fitness for a particular purpose shall apply. Buyer shall examine the merchandise as required and determine if merchandise is suitable for the intended purposes, if necessary by running appropriate tests. Claims will only be accepted if Emphor is informed immediately upon detection of any fault. If any valid claim of faulty merchandise is made, we are obliged to either replace the merchandise free of charge or repair it, the choice being at Emphor's sole discretion. Emphor will not be liable for any consequential damages caused by any defect or fault in the merchandise, since the object of the warranty is compliance of the delivered merchandise with the contract. The warranty does not cover damages to the goods that were caused by improper handling or storage after the passage of risk or where caused by external factors that were not foreseen in the contract.
11. **RETURN GOODS POLICY** - The request to return material must include the description of material, reason for return, customer order number, Emphor invoice number to enable the request to be processed. No materials may be returned without this information. If and when the request is approved, a Return Authorization process will be initiated with reference number and will advise where the material should be returned. Return shipment must accompany with Packing List.  
No credit will be issued for returned materials without an approved Return Authorization. Materials being returned due to order entry and/or shipping errors on the part of Emphor will be credited at full value providing the materials are returned within thirty (30) days from the date of the original shipment. Credit of the actual price paid will be issued for defective materials only after the material has been inspected and verified by Emphor to contain a defect. Returned freight will be at the Buyer's expense.  
Special material orders and made-to-order Products are non-returnable. Credit will not be issued for discontinued items. Items no longer manufactured or items superseded by another model are defined as discontinued. In order to receive consideration for credit, material must be returned less than thirty (30) days from date of original invoice and of reasonable quantities & material must be in resalable condition. Material that has been approved for return must be packaged in such a way as to prevent damage during shipment. The use of original packaging is preferred. Credit cannot be issued for materials damaged in transit due to improper packaging.
12. **LIMITATION OF LIABILITY** – Whether or not caused by Emphor's negligence, Emphor shall not be liable for any indirect, special, consequential or other damages, however caused (including late delivery). Emphor's obligation is to correct, repair or replace in accordance with section 10. Warranty shall be Buyer's exclusive remedy for breach of any warranty or for negligence. Emphor's entire liability to buyer shall not exceed the repair or replacement value, whichever is lower, of the defective item.
13. **INDEMNITY** - Buyer agrees to defend, indemnify and hold Emphor (and its agents, representatives, employees, officers, related companies, successors and assigns, and customers) harmless from all claims, demands, actions, damages, and liabilities (including attorney's fees and consequential and incidental damages) arising out of any injury (including death) to any person or damage to any property in any way connected with any act or omission of Buyer, its agents, employees, or subcontractors.
14. **AFTER SALES SERVICE**: If this is part of the scope of Sale / Project / Job, then our General Terms & Conditions of Service would apply. If after sales service is provided by any party other than Emphor, then Emphor shall not be held responsible for the performance of the equipment, warranty and guarantees.



15. **TERMINATION** – If Buyer terminates the contract either partially or fully, unless due to Emphor’s default, Emphor shall be entitled to recover all costs (direct and indirect, including reasonable general and administration expense), as determined by Emphor or its auditors, incurred in performing and preparing to further perform as of the termination date, plus a profit margin normally charged on such customer or product or service as determined by Emphor or its auditors. Buyer shall pay Emphor’s collection or litigation expenses, including payable or paid attorney fees (whichever is higher).
16. **CONFIDENTIALITY** - Buyer agrees that all drawings, prints and other technical material which Emphor provides to Buyer, whether prepared by Emphor or by third parties under contract to Emphor, contain data which embody trade secrets and confidential know-how of commercial value to Emphor or third parties under contract to Emphor. Buyer agrees: (a) to keep such information confidential; (b) that it will not disclose such information to any other person, corporate division or entity; (c) will not use such information except in connection with the Products supplied hereunder; and (d) will not sell, lease, loan or permit any other person, corporate division or entity to use such information for any purpose, without Emphor’s prior written consent. Nothing herein shall restrict the use of information generally available to the public.
17. **INTELLECTUAL PROPERTY** - Buyer acknowledges that Emphor and its affiliates are the owners of brands, trademarks, designs, patents, copyrights and other intellectual property relating to Emphor’s Products, and that no right or license is conveyed by Emphor to Buyer to manufacture, have manufactured, modify, import or copy such Products. Buyer agrees that it will refer brands of Emphor or its affiliates only in connection with the use or sale of Products delivered to Buyer hereunder, and not in connection with the sale of any other Product, except as separately authorized by Emphor in writing.
18. **PRODUCT LIFE CYCLE** – Consistent with life cycle perspective, Emphor considers the need to provide information to all the interested parties about potential significant environmental impact associated with end of life treatment and final disposal of our products and services. We request all the interested parties to refer the manufacturer’s product manual / catalogue for the safety disposal procedures & their end of life cycle treatment. Also, comply with the local laws and regulations of the country while disposal. Emphor will be happy to assist you for any further details.
19. **ENTIRE CONTRACT** – These General Terms & Conditions and the EMPHOR’s written techno-commercial proposal constitute the entire contract. This contract represents the entire agreement between the parties and shall be incorporated into any order document from Buyer. No other amendments shall bind Emphor unless in writing and signed by an authorized Emphor representative. Terms & Conditions in Buyer’s order, which add to or vary these General Terms & Conditions, have no force or effect.
20. **APPLICABLE LAW** – United Arab Emirates law shall govern this contract’s validity and interpretation.

### **GENERAL TERMS & CONDITIONS OF SERVICE**

1. **CRITERIA FOR UNDERTAKING A SERVICE:** All service assignments shall be undertaken only after receipt of a Service Order in writing from the customer, on terms mutually agreed to. The acceptance of a Service Order shall be communicated to the customer as an Order Confirmation. A legally enforceable contract arises on such acceptance of the order.
2. **PRICES AND CHARGES** - Customer shall pay the prices specified in the contract, or if not specified, Emphor’s prices in effect at time of service delivery for all items (components, parts, equipment, materials) necessary to carry out the service job as per the contract (quotation).
  - 2.1. For all items not explicitly set forth in the contract and requested by Customer but made necessary because of incomplete or inaccurate information from customer.
  - 2.2. The service charges as per the contract, or in the absence of a contract at the Emphor’s daily rates as applicable.
  - 2.3. The transportation charges for person(s) and materials as applicable.
3. **TERMS OF PAYMENT:** Mutually agreed terms of payment shall be stipulated in the contract (quotation) or Service Order as:
  - 3.1 full payment in advance prior to commencement of works/supply of materials.
  - 3.2 progressive payments determined reasonably by Emphor and confirmed by the customer.
  - 3.3 payment shall be made within a specified number of days from the date of shipment or service delivery.

Overdue payments shall carry interest @2% per month or part thereof. Customer shall pay Emphor’s collection or litigation expenses, including the attorney fees if applicable.
4. **TERMS OF SERVICE:** Attendance for a service shall be undertaken subject to availability of competent service engineer, subject to following terms:
  - 4.1. Periods of time for service charges are calculated on “from base-to base” basis.



- 4.2. All logistics arrangement for accessing the site & equipment are at the Buyer's cost.
  - 4.3. All service orders attended to, irrespective of work completion due to circumstances beyond reasonable control of Emphor, shall be payable as per Emphor prevailing service rates for labour, for spares and all expenses.
  - 4.4. Any delay occurring during the service delivery process on account of customer/agent or beyond Emphor's direct control shall result in extension of service time, and shall be payable as per prevailing Emphor's service rates.
  - 4.5. Unless otherwise notified by the customer, Emphor reserves the right to determine the number of persons necessary to perform service work and will exercise its best judgement in performing labor at overtime rates.
  - 4.6. Disposal of E Waste and other related waste to be carried out as per the requirements of local government's applicable law.
5. WARRANTY – Three months on labour & parts as per the following terms:
- 5.1. The warranty starts from the date of the attending engineer's Service Report. Warranty covers repairs to or replacement/supply of parts – at the exclusive judgment of Emphor – that showed faults in workmanship/material and shall be limited to service delivery by Emphor personnel.
  - 5.2. The term "labour" as applied to warranty is limited to the time spent in repairing the equipment/part under warranty. All other charges including waiting time, transportation time and other expenses shall be payable by the customer.
  - 5.3. Emphor is released from any obligation under warranty if and when the customer or third party makes alterations or carries out repairs to the equipment/part or if the equipment is subjected to incorrect operation/handling.
  - 5.4. The customer may either return the said equipment/parts to Emphor / Principal, carriage paid by the customer, within the warranty period. Emphor / Principal undertakes to repair or replace these parts in proper time and return them to the customer, carriage paid by customer. Or if assistance of Emphor is requested with regard to on-site repairs, Emphor / Principal shall undertake the repair and /or replacement of said equipment on site.
- 5.5. Emphor makes no express warranty with respect to workmanship or parts other than the warranty set forth above. Emphor's liability, if any, for damages relating to any alleged defective workmanship or parts under any legal or equitable theory, shall be limited to repair / replacements as mentioned above and shall in no event include incidental or consequential or commercial damage of any kind.
6. TERMINATION – If Customer terminates any part of the Service Order, unless due to Emphor's default, Emphor shall be entitled to recover all costs (direct and indirect, including reasonable general and administration expense), as determined by Emphor's standard accounting practices, incurred in performing and preparing to further perform the service delivery as on the termination date. Customer shall pay Emphor's collection or litigation expenses, including the attorney fees.
7. APPLICABLE LAW – The jurisdiction for all issues raised on the contract will be the UAE.