

EMIRATES FLOAT GLASS LLC

CONDITIONS OF SALES

These Conditions of Sales ("Conditions") govern all sales by Emirates Float Glass LLC (the "Seller") to any buyer (the "Buyer") of the Seller's products. The Buyer agrees to these Conditions by placing orders with the Seller. Any terms and conditions communicated by the Buyer in the purchase order (or any other document) are expressly rejected. The express written consent of the Seller is required to modify these Conditions.

1. Orders, Delivery and Quantity

1.1. An order placed by a Buyer is considered an offer to purchase under these Conditions. The Seller may accept or reject any order. A binding contract will arise only when the Seller confirms the Buyer's order in writing or delivers the products. Price quotations or other communications from the Seller, do not constitute offers.

1.2. Information about delivery periods is indicative and non-binding unless the Seller expressly states the contrary in writing. Partial deliveries are permitted. A variation in the quantity delivered amounting to less than 2% of the quantity ordered is acceptable as proper performance, and the Buyer will pay for the amount actually delivered.

1.3. EFG supplies Glass based on International agreed standard.

2. Transportation and Risk of Loss

All risks of loss and/or damage to the products will pass from the Seller to the Buyer according to the Incoterm specified in the Seller's written quotation to the Buyer. All Incoterms (for example, CFR, CIF, CPT, DDP, DDU and FOB) shall have the meanings specified in Incoterms 2010 published by the International Chamber of Commerce (ICC). In the event that no Incoterm is specified or that risk of loss and/or damages is not specified, all products are shipped at the Buyer's risk (including transit breakage on local shipments) unless otherwise agreed by the Seller in writing.

3. Inspection and Claims

3.1. The Buyer will check each delivery from the Seller and will immediately note any apparent defects on the delivery document. The Buyer will then inspect all products as promptly as possible for any defects that are not apparent. The Buyer must provide specific information on defects without any delay after discovery and, in any event, before the Buyer transforms or sells the products. The Seller is not liable for defects that are not notified within such periods.

3.2. The transformation of the products by the Buyer constitutes the acceptance by the Buyer of the delivered products in the state in which they were delivered. The Seller is not liable for any defect after a transformation.

3.3. Any Claim either Transit / quality / defect will be accepted only if the total claim is above 3 % of total quantity supplied in a single PO / Total order.

3.4. Only unit price of selling will be considered during agreed claim settlement.

3.5. The Buyer will retain products damaged in transit and defective products for inspection by the Seller after notifying the Seller of the damage or defect, and will return such products to the Seller at the Seller's request and expense. The Seller will have no liability for any damage, defect or non-conformity if the relevant products are not made available for inspection.

3.6. Without prejudice to Conditions 3.1 through 3.5 above, the products are deemed to be approved by the Buyer without reservation, unless the Seller receives a complaint within a reasonable time frame not exceeding thirty (30) days of their being delivered to the Buyer at the agreed destination.

4. Price, Payment and Credit; Expenses

Unless otherwise agreed in writing by the Seller, prices of the products do not include duties or taxes of any kind imposed on the products, which shall be borne by the Buyer. The Buyer will pay for all products on the terms specified in the Seller's price quotation (or any other written communication from the Seller to the Buyer specifying payment terms). The Seller may establish credit terms for the Buyer, change those terms, create or change credit limits or cease extending credit from time to time in its sole discretion. If the Seller accepts checks, bills of exchange or other commercial paper as a means of payment, payment will be deemed to occur only at the time that Seller actually receives cleared funds in its bank account. The Buyer may not make any deduction or set-off from any payment without the Seller's prior written consent. The Buyer will pay all costs incurred by the Seller as a result of the Buyer's special requests and the Seller reserves the right to impose extra charges for the Buyer's delays in unloading delivery vehicles.

- Should the customer wish to avail Customs Duty exemption, customer must provide this well in advance of import
- The quoted price is based on freight and transportation costs as on date of the offer and shall be revised should there be an increase of + 5 %.
- The quoted price is subject to adjustment consequent upon any change in Port Tariff and/or any changes in Import Regulations by the Port Authority and/or any new Toll Tax by the Government and/or a significant change in freight costs and/or Bunker Adjustment Factor (BAF) and/or Environmental Fuel Fee (EFF) etc..
- Customer must honor the pre-agreed off-take schedule provided to Tam Trading well in advance so that material can be supplied accordingly

- If the customer fails to adhere to the Agreed quantity as per the off-take schedule, quantity allocations and pricing may then differ due to carrying costs and other administrative costs
- This offer made is subject to Force Majeure clause

5. Late Payments and Cost of Enforcement

5.1 The Seller reserves the right to charge overdue interest at a rate of 1% per month on unpaid invoices and to charge the Buyer for all collection costs in relation to such invoices.

5.2 Without prejudice to the rights and remedies the Seller may have, the Seller (in its discretion) may cancel any pending order, terminate any sale, delay or suspend performance, stop the products in transit, accelerate any payment outstanding for a shipment already made thereby causing it to become immediately due and payable, or resell the products, without prior formal notification to the Buyer, if any one of the following events occur:

5.2.1 The Buyer fails to make any payment when due;

5.2.2 The Buyer otherwise defaults any of its obligations relating to its purchase of the products;

5.2.3 Any proceeding for insolvency or bankruptcy is instituted by or against the Buyer, a receiver or administrator is appointed for all or a substantial part of the Buyer's property and assets, the Buyer makes an assignment for the benefit of its creditors, an order for the attachment of the Buyer's property and assets is issued, or the Buyer becomes dissolved or liquidated under the laws governing its existence; or

5.2.4 Buyer is merged, consolidated, sells or leases all or substantially all of its property and assets, or undergoes any substantial change in management or control.

6. Limits on Warranties and Damages

6.1. The Seller warrants that the products will be as described on the Seller's order confirmation (or if not so described, as described on the Seller's invoice). There are no other warranties express or implied.

6.2. The Seller's sole liability under warranty or contract (or on any other basis) is limited to either replacement of the product or a refund of the purchase price at the Seller's option.

6.3. No claims on Nis inclusions or other forms after installation of glass on sight.

6.4. No claim in relation to the products will be admissible after the use, manipulation, cutting or alteration of the products by the Buyer or any third party. The Seller shall have no liability for defects of whatsoever nature, resulting from the improper use, installation, processing or treatment of the products. The Buyer shall be liable for any loss resulting from the failure to apply professional standards, customary instructions and product instructions supplied by the Seller in

relation to the products. The Seller will not be liable for damages caused to third parties or for any consequential or indirect loss.

7. Packaging and Transport Materials

When the order confirmation, delivery document or other written instruction from the Seller indicates that packaging and transport materials remain the property of the Seller, the Buyer shall return all such materials without delay in product condition. The Buyer will pay upon receipt of an invoice for any packaging and transport materials not returned within 5 days after a written request from the Seller.

8. Force Majeure

The Seller shall NOT be liable to the Buyer for any failure or delay to perform its obligations due, directly or indirectly, to the occurrence of any event beyond its control ("Force Majeure") such as, without limitation, fire, natural disaster, epidemic, serious accident, strike, lock-out, public disorder, war, riot, civil commotion, pirates; embargo or other order, regulation, ordinance, demand, action, or request of governmental authority; labor trouble or shortage; inability or shortage of an adequate supply of oil, gas, electricity, raw materials, equipment, or transportation; or default of a subcontractor. In case of Force Majeure, the Seller is authorized to terminate any sale or to extend the period for delivery automatically and without any prior formal notification or compensation of any kind to the Buyer.

9. General

9.1 To the extent that any provision or a portion of any provision of these Conditions is determined to be illegal or unenforceable, the remainder of these Conditions will remain in full force and effect.

9.2. Special services or products, such as transformation by the Seller of glass provided by the Buyer, will be subject to additional terms and conditions established by the Seller for the particular operation.

9.3. These Conditions are governed by the laws of the Emirate of Abu Dhabi and the applicable federal laws of the United Arab Emirates. The application of the United Nations Convention on Contracts for the International Sale of products of 11 April 1980 is expressly excluded.

9.4. The Buyer hereby submits to the non-exclusive jurisdiction of the courts in the Emirate of Abu Dhabi to resolve any disputes, which shall not prejudice the right of the Seller to enforce its rights in any court of competent jurisdiction.