

**KTI-Plersch Kaltetechnik GmbH (Dubai Branch)**

**General Terms and Conditions of Sale and Delivery ("Terms")**

These Terms are applicable to each Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate, unless expressly agreed to in writing by Seller.

**1. Interpretation**

1.1 Definitions. In these Terms, the following definitions apply:

Business Day	a day (other than a Friday, Saturday or a public holiday) when banks in UAE are open for retail business;
Buyer	the person or entity who purchases the Goods and/or Services from the Seller;
Contract	an order issued by Buyer based on a Quotation, which is accepted by Seller in writing pursuant to clause 3.2 and governed by these Terms;
Force Majeure Event	has the meaning given to it in clause 12.1;
Intellectual Property Rights	the goods (or any part of them) as set out in a Quotation;
	all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in samples, cost estimates, drawings rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
Invoice	an invoice issued by the Seller pursuant to each Contract;
Order	the Buyer's order for the supply of Goods and/or the provision of Services, as may be supplied to the Seller in a Quotation;
Quotation	a quotation issued by the Seller pursuant to clause 3.1;
Seller	KTI Plersch Kaltetechnik GmbH (Dubai Branch), a branch of KTI Plersch Kaltetechnik GmbH;
Services	the services (or any part of them) as set out in a Quotation; and
Third-Party Providers	Third-Party providers that may provide some or all of the Goods to be offered by Seller to Buyer.

1.2 In these Terms, the following rules apply:

- a) a reference to a party includes its personal representatives, successors or permitted assigns; and
- b) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

**2. General**

2.1 These Terms are applicable to each Contract. Any other terms or conditions that a Buyer seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing, including the Buyer's standard terms and conditions of purchase, unless expressly agreed to in writing by Seller.

2.2 Any references or confirmations by the Buyer indicating his purchasing terms and conditions are hereby explicitly rejected and shall not apply or become part of any Contract.

**3. Order, Acceptance and Conclusion of Contract**

3.1 Based on a Quotation sent by Seller, Buyer shall issue an Order, which shall constitute an offer by the Buyer for the purchase of the ordered Goods and/or Services, in accordance with these Terms.

3.2 An Order shall be deemed to be accepted, when Seller issues a written acceptance of such Order, at which point and on which date a Contract shall come into existence (Commencement Date). A Contract shall exist on the basis of these Terms, which the Buyer is deemed to have accepted upon issuing an Order.

3.3 A Contract constitutes the entire agreement between the parties in respect of the relevant Goods and/or Services supplied hereunder. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Seller which is not set out in a Contract. Any verbal side agreements and/or assurances given by any of the Seller's staff and/or representatives shall not be binding on the Seller unless expressly specified in writing. A Contract shall supersede any previous agreement or arrangement between the parties relating to the subject matter of that Contract and it is expressly agreed that no variations to the Terms shall be effective unless made in writing and signed by the duly authorised representatives of both the Buyer and Seller.

3.4 No Contract may be cancelled or varied by the Buyer except on terms as agreed by Seller in writing.

3.5 The Buyer shall use its best endeavours to ensure that any Order is complete and accurate. Once a Contract is constituted under clause 3.2, the details set out in such Contract shall be deemed complete, accurate and final.

3.6 Only Goods and Services contained in Seller's Quotation or as otherwise offered by Seller to Buyer in writing, are available for purchase. Any samples, drawings or descriptive matter issued or published by Seller are issued or published for the sole purpose of giving an approximate idea of the types of Goods and/or Services described in them. They shall not form part of any Contract or have any contractual force.

3.7 Seller reserves the right to amend the Goods or modify the Services, as applicable, from time to time, and shall notify the Buyer of the same.

3.8 The Goods purchased by the Buyer shall be for the sole use of the Buyer. The Buyer undertakes and warrants not to sell or export or transfer, directly or indirectly, any of the Goods to any third-party whatsoever. The Buyer undertakes to operate in compliance with all applicable laws and regulations pertaining to economic sanctions.

3.9 The Buyer shall ensure that the Goods, or any part thereof, shall not be sold or otherwise transferred, by the Buyer or any other third-party, directly or indirectly, not even as a part of a larger construction, to any jurisdiction, entity or individual which is subject to economic sanctions issued by the United Nations, European Union or a national government, including, but not limited to, the United States, nor shall the Buyer in any other manner finance or facilitate any transaction in violation of any economic sanctions law or regulation, or knowingly allow any such transaction to be completed, financed or otherwise facilitated by a third-party.

In case there is a reasonable reason to believe that a breach of applicable sanctions regulations relating to the Goods has been committed, the Buyer shall, upon Seller's request, cooperate with any investigation or other proceedings in an efficient manner and at its own cost. Should the Buyer become aware of any breach or potential breach of applicable sanctions regulations, the Buyer undertakes to inform the Seller thereof without delay.

3.10 The Seller shall provide the Services in a professional manner and to the best of its ability in accordance with the guidelines, instructions and the terms of warranty provided by the Seller and these Terms.

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#### 4. Price and Payment

- 4.1 The price for Goods and Services shall be the price set out in the relevant Quotation forming part of a Contract. If no price is stated, the price shall be that provided by Seller in writing.
- 4.2 Unless otherwise stated in a Contract, any prices quoted are exclusive of any value added tax (VAT), which the Buyer shall additionally be liable to pay to the Seller at the prevailing rate.
- 4.3 Subject to applicable local laws and regulations, Seller reserves the right to increase the price of the Goods and/or Services, by giving notice to the Buyer at any time before delivery, to reflect any increase in the cost to Seller that is due to:
- any factor beyond the control of Seller (including foreign exchange fluctuations, increases in taxes and duties, and increases);
  - any request by the Buyer to change the delivery date(s), quantities or types of Goods and/or Services ordered, or the specification; or
  - any delay caused by any instructions of the Buyer in respect of the Goods and/or the Services or failure of the Buyer to give Seller adequate or accurate information or instructions in respect of the Goods and/or the Services.
- 4.4 Seller shall issue an Invoice with respect to each Contract, which shall be governed by these Terms. In the absence of any specific agreement in writing specifying otherwise, Buyer shall pay the Seller's Invoice in full and in cleared funds, within thirty (30) days from the date of the Invoice. Payment shall be made to the bank account designated by the Seller. Time for payment is of the essence.
- 4.5 Without limiting any other right or remedy of Seller, if the Buyer fails to make any payment due to Seller under a Contract by the due date for payment (Due Date), Seller shall have the right to charge interest on the overdue amount at the rate of 3% per month above EIBOR base rate from time to time accruing on a daily basis from the Due Date until the date of actual payment.
- 4.6 All amounts payable by the Buyer under a Contract are exclusive of amounts in respect of VAT, unless otherwise expressed, and all other applicable taxes and duties which shall be payable by the Buyer. Where any taxable supply for VAT purposes is made under a Contract by Seller to the Buyer, the Buyer shall, on receipt, pay to Seller such additional amounts in respect of VAT as are chargeable on the supply of the Goods and provision of Services, at the same time as payment is due for the supply of the Goods and/or the provision of Services.
- 4.7 The Buyer shall pay all amounts due under a Contract in full without any deduction or withholding except as required by law and the Buyer shall not be entitled to assert any credit, set-off or counterclaim against Seller in order to justify withholding payment of any such amount in whole or in part. If Buyer is compelled to make any such deduction, it will pay to the Seller such additional amounts as are necessary to ensure receipt by the Seller of the full amount that Seller would have received but for the deduction.
- 4.8 The Buyer shall not accept or give, any commission or gift or other financial benefit or inducement from or to any person or party in connection with its obligations under these Terms and/or a Contract and will ensure that its employees, officers, directors, professional advisors, agents and subcontractors will not, directly and/or indirectly, accept or give any such commission, gift, benefit or inducement, and will immediately give Seller details of any such commission, gift, benefit or inducement which may be accepted and/or offered.

#### 5. Delivery Time and Delay in Delivery

- 5.1 The Seller shall use commercially reasonable efforts to deliver the Goods on the agreed date and place as set out in a Contract or

as otherwise agreed in writing, and in accordance with the agreed Incoterm (as per Incoterm 2010) as noted in a Contract.

- 5.2 Unless otherwise agreed in writing, the Buyer is obliged to complete all necessary formalities, approvals and obtain all permits, authorisations and certificate, when necessary, for the delivery of any Goods and/or the provision of Services subject to a Contract.
- 5.3 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence hence failure to observe them shall not give rise to penalty, payments or damages. Seller shall not be liable for any delay or failure in delivery of the Goods.
- 5.4 If the Buyer fails to accept or take delivery of the Goods or fails to give adequate delivery instruction at the time stated for delivery (otherwise than by reason of Seller's fault) or if the delivery of Goods is delayed for any reasons for which the Buyer is responsible, then the costs incurred through such delay will be charged to the Buyer. In addition, and without prejudice to any other right or remedy available to Seller, Seller may:
- store the Goods until actual delivery and charge the Buyer for the reasonable costs (including handling and insurance) of storage; or
  - sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) charge the Buyer for any shortfall below the price under the Contract.
- 5.5 The Buyer shall inspect all of the Goods promptly upon receipt thereof and shall notify Seller of any shortage or visible damages/defects within five (5) days from the delivery date. Without such a notification, the Goods shall be deemed as accepted upon expiry of such period. The same applies to Goods that are delivered in the wrong quantity. Buyer shall not be entitled to withhold any payment to Seller or deduct any amount of an Invoice as a result of a shortage or visible damages/defects. Seller shall not be obliged to replace or refund any Goods that, in the opinion of Seller, have been damaged by Buyer subsequent to delivery as a result of the Buyer's failure to properly store or use the Goods. Notwithstanding the above, in the event of latent defects not capable of being discovered by the Buyer upon such physical examination, the Buyer shall inform Seller in writing within two (2) days after discovering such defects and furnish Seller with sufficient detail and information as Seller may require. Thereafter Seller shall, in its sole discretion, either replace and deliver such Goods at no additional cost to the Buyer or issue a refund/credit note to the Buyer in respect of such defective Goods. However, Seller shall not be obliged to replace or refund any Goods where, in the opinion of Seller, such latent defect has resulted due to failure to store or the Goods in accordance with their respective storage conditions during the transportation or storage undertaken by the Buyer or Buyer's subsequent use of the Goods.

#### 6. Confidentiality

- 6.1 A party (Receiving Party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives including samples, cost estimates, drawings and similar information, which are of a confidential nature and have been disclosed to the Receiving Party by the other party (Disclosing Party), its employees, officers, directors, professional advisors, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business, products, processes or services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, officers, directors, professional advisors, agents or subcontractors that need to know it for the purpose of discharging the Receiving Party's obligations under a Contract, and shall ensure that such employees, officers, directors, professional advisors, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party.

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- 6.2 The obligations of confidentiality imposed under clause 6.1 shall not apply to (i) information which is public knowledge or already known to that party at the time of disclosure or subsequently becomes public knowledge other than by breach of these Terms or subsequently comes lawfully into the possession of that party from a third party (which a party can prove by written record) or (ii) any confidential information which a party can prove by written record, is required (and only to the extent required) to be disclosed by the applicable law of any relevant jurisdiction, provided prompt written notice of this is given to the Disclosing Party, prior to such disclosure, so that the Disclosing Party may attempt to object to such disclosure being made.
- 6.3 This clause 6 shall survive termination of a Contract.
- 7. Passing of Risk and Acceptance**
- 7.1 The risk of Goods shall pass to the Buyer on completion of delivery in accordance with clause 5.
- 7.2 Title to the Goods shall not pass to the Buyer until the Seller has received payment in full (in cleared funds) for the Goods.
- 7.3 Until title to the Goods has passed to the Buyer, the Buyer shall:
- store the Goods separately from all other goods, if any, held by the Buyer so that they remain readily identifiable as Seller's property;
  - not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - not install any of the Goods and maintain them in satisfactory condition and keep them insured against all risks for their full price on Seller's behalf from the date of delivery; and
  - notify Seller immediately if it becomes subject to any of the events referred to in clause 10.1(b).
- 7.4 If before title to the Goods passes to the Buyer, the Buyer becomes subject to any of the events referred to in clause 10.1(b) or Seller reasonably believes that any such event is about to happen and notifies the Buyer accordingly, then, provided the Goods have not been damaged, and without limiting any other right or remedy Seller may have, Seller may at any time require the Buyer to deliver up the Goods and, if the Buyer fails to do so promptly without notice, Seller may enter any premises of the Buyer where the Goods are stored in order to recover them and the Buyer agrees to grant access or procure that access is granted to such premises for this purpose .
- 8. Claims for Defects and Warranty**
- For material defects of the Goods supplied, the Seller shall provide the following warranties, subject to clause 9, and excluding any further claims:
- 8.1 The warranty terms applicable to the Goods shall be as set out in a Contract or as otherwise specified by Seller in writing. For Goods provided by Third-Party Provider, the warranty terms shall remain as offered by the relevant Third-Party Provider, with respect to concerned Goods.
- 8.2 Material defects in Goods, due to circumstances which existed before the transfer of risk and provided the material defect has not been caused by the Buyer, shall, at the Seller's discretion, be either repaired or replaced with compliant Goods free of charge, in compliance with applicable laws and regulations. If non-compliances are found, the Seller must be notified immediately. The Buyer shall return the replaced defective Goods to the Seller. The Seller shall bear the cost of de-installation and installation provided this does not disproportionately burden the Seller. In cases of minor defects, the Buyer shall only be entitled to a price reduction.
- 8.3 The Buyer shall grant the period of time required by the Seller to carry out the repair works or to replace the defective Goods, otherwise the Seller shall be exempt from any liability for the consequences thereof.
- 8.4 The Buyer shall not be entitled to carry out repair works to remedy any defect or have them carried out by third parties. In urgent cases of hazard to the operating safety or to avoid disproportionately large damage to the Goods, Buyer shall be entitled to carry out repair works to remedy any defect or have them carried out by third parties provided Seller has been notified of such urgency immediately and prior to undertaking any repair works. In such case, Seller shall reimburse Buyer the expenses of such repair. Any unauthorised repairs undertaken by the Buyer or any third party, shall be the sole responsibility of the Buyer, and the Buyer shall bear all expenses related thereto. The Seller shall not be liable for any consequences resulting from such repair and the warranty given under this clause 8 shall be void. The same shall apply for any modifications of the Goods supplied, which are carried out without obtaining the Seller's prior written consent.
- 8.5 No liability shall be assumed by the Seller and the warranty shall be void in the following events: (i) unsuitable or improper storage or use of the Goods by the Buyer, (ii) faulty installation and/or commissioning by the Buyer or a third party, (iii) alteration of the Goods not authorised by the Seller, (iv) natural wear and tear, (v) faulty or negligent handling, installation or improper maintenance by Buyer or a third party, (vi) unsuitable operating supplies, (vii) defective construction work, (viii) unsuitable building ground, (ix) chemical, electro-chemical or electrical influence; provided that such events are not caused by the gross negligence of the Seller.
- 8.6 If the use by the Buyer of the Goods delivered leads to an infringement of any industrial property rights or copyrights the Seller shall, at its expense, use commercially reasonable efforts to provide the Buyer with the basic right to use the Goods delivered or to modify the Goods delivered in a way acceptable to the Buyer so that the property rights infringement no longer exists. If the above is not possible at economically appropriate conditions or within an appropriate period of time, the Buyer shall be entitled to withdraw from the relevant Contract. Furthermore, the Seller shall exempt the Buyer from any undisputed or legally binding claims asserted by the owners of the property rights.
- 8.7 Subject to clause 9.5, the Seller's obligations stipulated in clause 8.5 here above in relation to any infringement of industrial property rights or copyrights shall apply only if:
- the Buyer notifies the Seller immediately of any asserted industrial property right or copyright infringements;
  - the Buyer supports the Seller in defending against such claims and/or enables the Seller to carry out modification steps as described under clause 8.5 herein;
  - the Seller may reserve all defensive measures, including extrajudicial regulations;
  - the defect in title is not based on an instruction given by the Buyer; and
  - the infringement has not been caused by an unauthorised alteration of the Goods by the Buyer or by a non-contractual use on the part of the Buyer of said Goods.
- 9. Liability**
- 9.1 Subject to clause 9.4, the Seller's liability here under is limited to the warranty provided for under clause 8 above in respect of the Goods. Any rights not explicitly granted therein shall be excluded.
- 9.2 Seller shall under no circumstances whatever be liable to the Buyer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with a Contract.
- 9.3 Any claims for damages on the part of the Buyer due to material defects are excluded as a matter of principle. This shall not apply in the event of a fraudulent concealment of a defect, failure to comply with a warranty as stated in these Terms, physical injury or death, and in the event of any intentional or gross negligent breach of a Contract on the part of the Seller. Any further claims or claims other than stipulated herein asserted by the Buyer on the grounds of a material defect or any other ground, shall be excluded.

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- 9.4 Seller's total liability to the Buyer in respect of all other losses arising under or in connection with each Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed a sum equal to the price payable by the Buyer to Seller under the applicable Contract.
- 9.5 Except as otherwise provided for in these Terms, any other claims for damages from the Buyer shall be excluded. This shall not apply if liability is assumed for wilful misconduct or gross negligence of the Seller.
- 9.6 The Buyer shall indemnify Seller against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by Seller arising out of or in connection with:
- Buyer's breach of a Contract;
  - the enforcement of a Contract; and
  - any claim made against Seller by a third party arising out of or in connection with the supply of the Goods and/or provision of Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of a Contract by Buyer, its employees, officers, directors, professional advisors, agents or subcontractors.
- 9.7 This clause 9 shall survive termination of a Contract.
- #### 10. Termination
- 10.1 Without limiting its other rights or remedies, Seller may terminate a Contract with immediate effect, and without the need for a court order, by giving written notice to the Buyer if:
- the Buyer commits a material or persistent breach of a Contract and (if such a breach is remediable) fails to remedy that breach within seven (7) days of receipt of notice in writing of the breach; or
  - the Buyer is unable to pay its debts or suffers any event which could be reasonably considered to indicate that it is insolvent or at serious risk of becoming so in the relatively near future including, insolvent liquidation, a declaration of bankruptcy, the presentation of a bankruptcy or a winding up petition which is not withdrawn, dismissed or discharged within twenty eight (28) days of its presentation or the appointment of an administrator, receiver or similar over any of its assets or undertaking;
- 10.2 Without limiting its other rights or remedies, Seller shall have the right to terminate a Contract or suspend all further deliveries of Goods and/or performance of Services under a Contract or any other contract between the Buyer and Seller if:
- the Buyer fails to pay any amount due under a Contract on the due date for payment; or
  - the Buyer becomes subject to any of the events referred to in clause 10.1(b), or Seller reasonably believes that the Buyer is about to become subject to any of them.
- #### 11. Consequences of Termination
- On termination of a Contract for any reason, and without prejudice to clause 7.4:
- the Buyer shall immediately pay to Seller all of Seller's outstanding unpaid Invoices plus interest in accordance with clause 4;
  - the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of a Contract which existed at or before the date of termination or expiry; and
  - clauses which expressly or by implication have effect after termination shall continue in full force and effect.
- #### 12. Force Majeure
- 12.1 Force majeure:
- Seller shall not be liable for the non-execution or non-performance of any one of its contractual obligations due to Force Majeure Event. For the application of this clause, Force Majeure Event means any event normally deemed as such by applicable law and jurisprudence and shall also include political events occurring within or affecting the delivery, such as war, invasion, blockage, embargo, revolution, riot, civil commotion, sabotage or act of terrorism.
  - A Force Majeure Event shall suspend the obligations of Seller throughout its duration. In all cases, Seller shall use commercially reasonable efforts to prevent, eliminate or reduce the causes of delay and restart the execution of its obligations on the Force Majeure Event ceasing.
  - Should the period of suspension exceed one (1) month, the parties agree to meet during the week following the end of this period in order to negotiate and try to resolve the delay.
- 12.2 Assignment and subcontracting:
- Seller may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under a Contract and may subcontract or delegate in any manner any or all of its obligations under a Contract to any third party.
  - The Buyer shall not, without the prior written consent of Seller, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under a Contract.
- 12.3 Notices:
- Any notice or other communication required to be given to a party under or in connection with a Contract shall be in writing (in English) and shall be delivered to the other party personally or sent by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business or sent by fax or email to the other party's main fax number or email address, respectively.
  - Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such address or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax or email, on the next Business Day after transmission.
  - This clause 12.3 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and notice given under a Contract shall not be validly served if sent by e-mail.

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**12.4 Waiver and cumulative remedies:**

- a) A waiver of any right under a Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under a Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- b) Unless specifically provided otherwise, rights arising under a Contract are cumulative and do not exclude rights provided by law.

**12.5 Severance:**

- a) If a court or any other competent authority finds that any provision of a Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of a Contract shall not be affected.
- b) If any invalid, unenforceable or illegal provision of a Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

**12.6 No partnership or Third-Party rights:**

Nothing in a Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way. A person who is not a party to a Contract shall not have any rights under or in connection with it.

**12.7 Variation:**

Except as set out in these Terms, any variation, including the introduction of any additional terms and conditions, to a Contract shall only be binding when agreed in writing and signed by Seller.

**13. Intellectual Property Rights**

13.1 The Goods are sold under the Seller trademark and Buyer shall not alter or make any addition to the labelling or packaging of the Goods displaying the trademarks, and shall not alter, deface or remove in any manner any reference to the trademarks, any reference to Seller or any other name attached or affixed to the Goods or their packaging or labelling.

13.2 All Intellectual Property Rights in or arising out of or in connection with a Contract and the Goods or the Services shall be owned by Seller, unless otherwise agreed in writing. All Intellectual Property Rights in the Goods or the Services created specifically for and paid for by the Buyer under the Contract, shall be automatically assigned to Seller immediately upon their creation. To the extent that such Intellectual Property Rights is not automatically owned by or cannot be automatically assigned to Seller, upon creation, Buyer shall assign such Intellectual Property Rights to Seller within 30 days of its creation and will either waive or procure the waiver of all moral rights therein. To the extent that Intellectual Property Rights applicable law precludes Buyer from waiving such moral rights, Buyer hereby grants Seller an exclusive, worldwide, royalty-free, irrevocable and assignable license under such moral rights for all purposes. Buyer shall assist Seller, at Seller's expense, to further evidence, record and perfect such assignments, and to perfect, obtain, maintain, enforce and defend any Intellectual Property Rights so assigned.

13.3 The Buyer shall, at Seller's request, do all acts and execute all documents reasonably required to enable Seller to obtain the full intended benefit of this clause 13, and Buyer hereby irrevocably designates and appoints Seller as its agent and attorney-in-fact, coupled with an interest, to act for and on Buyer's behalf to execute and file any document and to do all other lawfully permitted acts to further the foregoing with the same legal force and effect as if executed by Buyer and all other creators or owners of the applicable Works.

13.4 The Buyer acknowledges that, in respect of any third party Intellectual Property Rights in the Goods, the Buyer's use of any such Intellectual Property Rights is conditional on Seller obtaining a written licence from the relevant licensor on such terms as will entitle Seller to license such rights to the Buyer.

**14. Recall**

In the event that Seller initiates a recall, market withdrawal, or stock recovery program with respect to any Goods, or part thereof, the Buyer shall use its best efforts to assist Seller and shall return the existing stock of Goods in Buyer's possession to the Seller's place of business at the Seller's cost, whenever possible. In this case, the Seller shall, at its option, replace the Goods object of the recall or refund the price of such Goods via a credit note.

**15. Applicable Law and Jurisdiction**

15.1 These Terms shall be governed by and construed in accordance with the law of Dubai International Financial Centre (DIFC).

15.2 Any dispute arising out of or in connection with these Terms or a relevant Contract, including any question regarding its existence, validity or termination, shall be subject to the exclusive jurisdiction of the Courts of the DIFC.

Dubai, 15.07.2018

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