



ALBA LLC STANDARD TERMS AND CONDITIONS FOR THE COMMERCIAL SALE OF GOODS AND EQUIPMENT

All goods sold by Alba LLC ("ALBA") to any third party ("Buyer") are sold on the following terms and conditions, subject only to any written agreement of the parties to the contrary.

1. BUYER'S ACCEPTANCE OF TERMS

The Buyer may accept these terms and conditions in writing or by any conduct. Without limiting the effect of this clause, the Buyer is taken to accept these terms and conditions if the Buyer:

- (a) orders goods from Alba (whether in writing, electronically, or verbally); or
- (b) accepts delivery of goods from Alba.

2. AGREEMENT TO SELL / PURCHASE GOODS

2.1. If Alba offers to sell goods to the Buyer (whether by providing a written quotation or otherwise), the Buyer may accept the offer in writing or by any conduct. Without limiting this clause's effect, the Buyer is deemed to accept Alba's offer by conduct if the Buyer collects, accepts delivery of, or otherwise takes possession of the goods.

2.2. If the Buyer offers to purchase goods from Alba (whether by placing an order for goods with Alba or otherwise), Alba may accept the offer in writing or by any overt act of acceptance including, without limitation, by supplying the goods to the Buyer in accordance with the offer.

3. PRICE

3.1. All purchase prices published or quoted by Alba are exclusive of VAT (unless Alba advises the Buyer otherwise). The VAT exclusive purchase price payable by the Buyer to Alba for the sale of goods is increased by the amount of VAT payable by Alba for the supply of the goods to the Buyer. Alba may charge to the Buyer the purchase price plus VAT by way of tax invoice.

3.2. Unless otherwise stated, all prices for goods published or quoted by Alba are exclusive of freight and delivery costs, insurance and other charges in relation to the transfer of the product from the premises of Alba to the location that the Buyer designates for delivery, all of which charges are payable by the Buyer.

4. TERMS OF PAYMENT

4.1. Subject to this clause, the Buyer must pay to Alba the full purchase price, without offset, back charge, retention or withholding of any kind, for the goods on or before delivery of the goods to the Buyer. Alba is not required to deliver any goods to the Buyer unless and until the Buyer has paid for the goods in full.

4.2. The Buyer may apply to purchase goods from Alba on credit, which application Alba may (in its absolute discretion and on such terms as it thinks fit) approve. If Alba agrees to sell goods to the Buyer on credit, the Buyer must pay to Alba the full purchase price for those goods within 30 days from the date on which the goods are delivered to the Buyer.

4.3. The Buyer must pay to Alba interest of 2% per month on any amount outstanding to Alba, calculated and accruing daily from the date on which the Buyer was due to pay the amount to Alba until the date on which the amount is paid to Alba. However, Alba will waive half of this interest if the Buyer pays the outstanding amount within [60] days from the date that the Buyer was due to pay the amount.

4.4. The Buyer is liable to Alba for all costs and expenses which Alba incurs in recovering monies that the Buyer owes to Alba. The Buyer must pay these costs to Alba within 7 days of Alba's demand.

5. CLAIMS, RETURNS AND ALLOWANCES

5.1. Alba may ignore any claim made by the Buyer in respect of goods unless:

- (a) the Buyer makes the claim in writing within 7 days of delivery of goods to the Buyer;
- (b) the claim refers to the relevant invoice number for the goods; and
- (c) the claim explains (in reasonable detail) the basis of the claim.

5.2. No freight or other costs or charges incurred in returning goods to the Buyer shall be accepted by Alba unless authorised by Alba in advance.

5.3. Due to the specialist construction involved with Alba products, goods may not be returned for exchange.

5.4. Alba will issue a credit note to the Buyer if:

- (a) Alba has inspected the goods;
- (b) the goods were (in Alba's reasonable opinion) faulty, damaged, defective or otherwise in an unsatisfactory condition on supply; and
- (c) the goods were not damaged after supply by misuse or unreasonable use. However, Alba is not taken to agree to issue a credit note to the Buyer merely by accepting delivery of goods returned.

6. DELIVERY

The company is not responsible for loss or damage of goods in transit except when the goods are carried in Alba's own vehicles. Alba's delivery prices are quoted ex-factory with delivery being additional to the purchase price of the goods if the Buyer wishes for Alba to arrange delivery.

7. RISK, TITLE AND SECURITY

7.1. Risk in the goods sold passes to the Buyer at the earlier of the following times:

- (a) when the goods are dispatched for delivery to the Buyer; or
- (b) when the Buyer (or any third party on the Buyer's behalf) collects or takes possession of the goods.

If dispatch of the goods from Alba is delayed due to any circumstances beyond the control of Alba (for example, delays in the Buyer being able to receive the goods), risk passes to Buyer on the day when the goods are first ready for the consignment from Alba's warehouse.

7.2. All goods sold by Alba to the Buyer remain the property of Alba, and title to the goods does not pass from Alba to the Buyer, until all outstanding debts owed by the Buyer to Alba whatsoever are paid in full.

7.3. If the Buyer fails to pay any outstanding debt whatsoever that it owes to Alba, the Buyer irrevocably and to the full extent permitted by law authorises Alba to (without prior notice to the Buyer) do everything reasonably necessary to re-take possession of the goods owned by Alba (including, without limitation, enter any property at which Alba reasonably believes the goods to be located).

7.4. The Buyer indemnifies Alba for any loss or liability whatsoever incurred by Alba in exercising its rights under Clause 7.3. This indemnity covers (without limitation) any liability to any third party for trespass or damage to property occasioned by Alba exercising its rights under this Clause 7.3.

7.5. Alba expressly reserves all other rights and remedies available to it on the Buyer's default on these Terms and Conditions (including, without limitation, the right to seize and dispose of or retain goods).

8. REPRESENTATIONS, WARRANTIES, AND EXCLUSIONS

8.1. From the date of sale to the Buyer, Alba warrants that all new and unused goods sold by Alba to the Buyer are:

- (a) of merchantable quality; and

(b) reasonably fit for any purpose for which the Buyer requires the goods, provided the Buyer communicates that purpose to Alba before the sale.

For the avoidance of doubt, this warranty does not apply to second-hand or used goods sold by Alba to the Buyer.

8.2. The warranty in Clause 9.1 is limited to the earlier of: (a) 6 months from the date the goods are sold; or

- (b) 1,000 hours of operation of the goods from the date of sale.

The warranty is also subject to the goods:

- (a) having been subject to appropriate maintenance procedures being carried out in a timely fashion at recommended intervals;
- (b) being used strictly for the purpose intended;
- (c) being operated within applicable tolerance levels and not subject to abuse;
- (d) in contact with only the products that the goods have been designed for;
- (e) not being modified in any way whatsoever; and
- (f) not being operated negligently, recklessly or outside of manufacturers recommended specifications and instructions.

8.3. To the full extent permitted by law, neither the warranty in Clause 8.1 or any other representation, warranty or guarantee given by Alba (whether express, implied) applies to any individual component which is warranted directly to the user by its manufacturer.

8.4. To the full extent permitted by law, Alba and the Buyer agree and acknowledge that:

- (a) Alba gives no representation, warranty, guarantee or description in relation to the goods except as set out in these Terms and Conditions;
- (b) all conditions, warranties, guarantees, representations or any other terms whatsoever expressed or implied by use, statute or otherwise in respect of the goods are excluded.

8.5. The Buyer acknowledges that, if the Buyer buys goods from Alba for a particular purpose, Alba may from time to time purchase individual components from third parties and may (to adapt the goods to the Buyer's purpose) modify the components, install the components in the goods, and/or affix the components to the goods. The Buyer further acknowledges and agrees that Alba purchases, modifies, installs and affixes components for and on behalf of the Buyer and that Alba is, to the full extent permitted by law, excluded from all liability whatsoever in respect of the individual components as modified, installed and/or affixed.

8.6 In the event of a failure, Alba will invoice Buyer for all warranty replacement parts that are shipped for Buyer installation. Buyer shall be entitled to a full credit against the cost of such part, other than transportation charges, upon the return of the failed part and determination by Alba Engineering Department that such failure was covered by warranty. Such invoice shall be payable in full unless the failed part is returned.

8.7 Certain Manufactured Equipment are or may include "Consumables." Consumables are products, such as coatings, anodes, seals etc. whose useful life in actual operation and use is neither predictable nor consistent, but the degradation of which is caused by their very use or operation. Alba does not warrant any Consumables except as expressly provided herein, and Alba does not warrant or represent the useful life of any Consumable once in use or operation.

9. NO IMPLIED SERVICE

The Buyer acknowledges that except as provided by law this agreement does not entitle the Buyer to demand to receive from Alba any site inspection or service of the goods supplied, delivered and installed if applicable. If the Buyer does require Alba's services in respect of site inspection and service of the goods the subject of agreement, then the Buyer may arrange with Alba to enter a separate agreement in the respect of same.

10. REPAIRS

Goods returned by the Buyer to Alba for repair are returned free of all charges to Alba and at the Buyer's risk. Buyer is responsible for any costs of shipping Manufactured Equipment to the authorized repair locations and for all travel expenses of field servicemen when repairs are performed at other locations.

11. VARIATION BY BUYER

Should there be any variation in details, sizes and quantities, delivery instructions or any other item or matter on which the quotation or invoice for the sale of goods is based, Alba may amend the contract price in the quotation or invoice accordingly.

12. LIMITATION OF LIABILITY

12.1. Alba's liability and the Buyer's remedy for Alba's breach of any condition, warranty, guarantee, representation or any other term in respect of the goods whatsoever implied by law or statute is limited to Alba's option to the:

- (a) repair of the goods;
- (b) supply of a replacement for the goods;
- (c) payment of the cost of replacing the goods or of acquiring equivalent goods; or
- (d) payment of the cost of having the goods repaired or resupplied.

12.2. Alba is not liable under this clause or generally to the extent that the Buyer has failed to mitigate its loss.

12.3. Alba's liability will be reduced by the amount of any contributory loss or damage to the extent caused by the negligent or wilful act or omission of the Buyer.

12.4. The Buyer acknowledges and agrees that, to the full extent permitted by law:

- (a) Alba excludes all liability for the goods if any additions, adjustments or modifications are carried out on the goods; and
- (b) any such additions, adjustments or modifications will invalidate any warranty given by Alba and preclude the Buyer from making any claim, in respect of the goods.

12.5. To the full extent permitted by law, Alba is not liable to the Buyer (whether in contract, tort, under statute or otherwise at law) for any loss or damage whatsoever arising out of, connected with, or relating to any fact, matter or thing relating to any goods sold by Alba to the Buyer, whether or not the Buyer or a third party suffers the loss or damage.

13. DELAYS:

Alba shall have no liability for any failure to deliver the Goods or perform Services to Buyer if such failure arises from causes beyond the reasonable control of Seller, including but not limited to, delays of suppliers or carriers, government actions, shortages of materials, labour difficulties, fires, floods, acts of God and the effects of civil disobedience.

14. SEVERABILITY

If any clause or part of a clause in these Terms and Conditions is illegal, unenforceable or invalid, that clause or part is to be treated as removed from these Terms and Conditions without affecting or impairing the rest of the Terms and Conditions in any way whatsoever.

15. GOVERNING LAW:

This Contract shall be governed by and shall be construed and interpreted in accordance with the laws of the United Arab Emirates

ALBA llc Registered Office:
Executive Desk No 4, Business Centre 01,
Abu Dhabi Airports Business City,
Abu Dhabi International Airport,
Abu Dhabi, UAE

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