



TERMS & CONDITIONS AND COMPLIANCE POLICY

ALMASA
IT DISTRIBUTION

ALMASA TERMS AND CONDITIONS AND CODE OF BUSINESS CONDUCT FOR PARTNERS

Almasa IT Distribution shall mean Almasa IT Distribution FZCO /Almasa Distribution LLC and its Associates if any

1. PRICES

- 1.1 Prices Shall be agreed on Proforma Invoice/Almasa Sales Order /Purchase Order and shall not be subject to any change unless Expressly agreed in writing . Except where it is specifically expressed , all prices quoted or that are shown in our price list are exclusive of any tax , import duties or levies .

2. ORDERS

- 2.1 Unless otherwise stated in writing, Almasa Distribution quotes are subject to change at any time without notice .
- 2.2 An official order, in writing on company letterhead, must be issued to Almasa Distribution directly by email or by fax before any delivery can be effected. Orders must clearly state: order number, name and signature of purchasing officer, product code(s), configuration(s) required, unit Pricing and total order value, delivery address, delivery date/schedule required, partial delivery accepted or not, invoice address, payment terms, special requirements/conditions etc, and need to be signed or stamped OR the sales order of Almasa Distribution has to be signed and stamped officially and will be treated as purchase Order . All orders are subject to acceptance by Almasa Distribution Almasa reserves the right to allocate the sale of products /services to its partners as it deems appropriate .
- 2.3 If Partial Deliveries are not allowed, the Purchase order should explicitly mention the same, otherwise it is understood that partial deliveries are allowed and the partner is liable to pay on due date for the goods delivered .
- 2.4 Almasa will invoice the Partner entity, based on the Entity mentioned in the PO and as per the credit documents received. Payments against those invoices will be only be accepted from the same entity from which the PO is received and to Almasa has invoiced
- 2.5 If there are any special shipping requirements, this need to be specifically mentioned in the PO before Almasa executes the order.

3. DELIVERY TERMS

- 3.1 Delivery dates and times quoted for delivery of goods, or the provision of services, are estimates only and Almasa Distribution shall not be liable for any loss or any Penalty or damage howsoever arising as a result or consequence of any failure to deliver or delay in delivery of any goods or services arising from any circumstances of whatsoever nature which are outside Almasa Distribution's control. partner shall not be relieved of any obligation to accept or pay for goods or services by reason of any delay in delivery, dispatch or performance. No cancellation of sales contract is allowed if goods or services have been delivered.
- 3.2 Delivery charges are at partner's expense. partners are requested to arrange their own transportation for the picking up of orders. In the event that Almasa Distribution has to organize transportation and delivery, a standard freight charge will apply.
- 3.3 Partner to thoroughly check the materials at the time of delivery including part numbers, quantity, value, any physical box damages etc and reject any delivery of damaged boxes at the time of delivery . Almasa Distribution will not entertain any claims after successful delivery of materials. Any loss incurred due to this account post successful delivery is on account of partner and Almasa Distribution is entitled to receive full payments for the same as per the invoice due dates.
- 3.4 Upon Delivery, Partner or his authorized representative /agent shall sign & stamp a proof of Delivery Confirming receipt of goods. Such a document shall be considered as conclusive evidence of delivery of goods /Services from Almasa part and Almasa shall not be responsible for any claims whatsoever . Almasa Distribution has the right to seek any documents from the partners with respect to the transactions for audit purposes.

- 3.5 All software products supplied are supplied "as is" and the sole obligation of Almasa Distribution with regard to the supply of software products is to use all reasonable endeavours to obtain and supply a corrected version from the manufacturer concerned in the event that any such software products should fail to conform to its product description provided always that the partner notifies Almasa Distribution of any such non-conformity within 30 days of the date of delivery of the applicable software product. partner has to sign and stamp Almasa invoices for the software products delivered as a Proof of Delivery .

4. PAYMENT TERMS

- 4.1 Payment terms are normally cleared funds before delivery unless a credit account with Almasa Distribution is in place prior to dispatch.
- 4.2 When Payment Terms are against Post Dated Cheques, the Post Dated Cheques need to be handed over to Almasa IT Distribution before invoicing and delivery

In the event of any default in payment to Almasa Distribution the partner shall pay to Almasa IT Distribution its costs of and incidental to the recovery of such sums as may be due including all mercantile and like fees and legal fees and charges on a solicitor/own client full indemnity basis and any filing fees, stamp duty, taxes or any other fees payable, assessed or incurred in relation to such recovery process. All overdue amounts are subject to an administrative charge of 2% per month, calculated on an overdue balance on a daily basis. The seller has the right to suspend future deliveries until payment is received full for due invoices.
- 4.4 In the event of the partner failing to pay any outstanding account owing by the partner to Almasa IT Distribution or the partner entering into any scheme of arrangement with its creditors or going into receivership or liquidation, Almasa IT Distribution shall be entitled to a general lien on all property or goods belonging to the partner in Almasa IT Distribution's possession for any outstanding amount owing by the partner to Almasa IT Distribution, in case contra accounts exist, Almasa IT Distribution has the right to offset the amounts outstanding in all accounts and the net balance will become due and payable immediately.
- 4.5 Reseller/Partner is not entitled to deduct or set off any amounts from any payment unless expressly agreed to by a issuance of Credit Note by Almasa IT Distribution. Such Credit Notes would also be subject to VAT, where ever applicable .
- 4.6 Unless otherwise stated, our standard incoterms for delivery shall be Ex-works and risk of goods transferred on this basis .

5. TITLE OF GOODS

Until Almasa IT Distribution has been paid in full for all goods supplied to the partner under any contract whatsoever between the partner and Almasa IT Distribution:

- 5.1 The goods shall remain as property of Almasa IT Distribution
- 5.2 Should the goods or any of them be affixed or added to any other items, such attachment shall be effected by the partner solely as an agent for Almasa IT Distribution and Almasa IT Distribution shall have full legal and beneficial title to the whole of the new product thereby created.
- 5.3 The partner shall store the goods and any new products as referred to in 5.2 separately and in such a way that they can be readily identified as being the property of Almasa IT Distribution
- 5.4 The partner's power of sale shall automatically cease in the event of the appointment of a Receiver, Receiver and Manager, Administrator or Controller over any, or all of the assets or undertaking of the partner or upon the commencement of a winding up application, the appointment of a Liquidator or if the partner call a meeting of, or makes any arrangement or composition with creditors or commits any act of bankruptcy.



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6. OTHER CONDITIONS

- 6.1 **Company Constitution:** In case any change in the company constitution, the same need to be informed to Almasa IT Distribution immediately along with relevant documents
- 6.2 **Warranty:** Any warranty for the products /goods Distributed or sold by Almasa IT Distribution shall only be as per the Vendor's policy
- All Warranty and "dead on arrival" claims for any material delivered to partner or its order by Keston are to be raised directly with the respective vendors. Almasa is not obliged to honour any claims and is not liable to any financial claim by partners on this account
- 6.3 **Force Majeure:** The partner understands and agrees that Almasa IT Distribution shall not be liable for any delay or failure to perform any of its obligations, delay or failure results from events or situations outside its control including but not limited to strikes, lock outs, accidents, war, fire, shortages or with respect to internal trade controls. Almasa IT Distribution shall have the right to take appropriate action including terminating the transaction without any liability on its part in case of such restrictions or trade controls.
- 6.4 **Limitation Liability:** Notwithstanding anything to the contrary, to the maximum extent allowed by applicable law, in no event shall Almasa IT Distribution be liable for any indirect, incidental, consequential, punitive or special damages including but not limited to loss of use, revenue or profit or in case of any trade control restrictions imposed even if seller has knowledge of the possibility of such damages

7. CREDIT POLICIES

- 7.1 Credit Limits, if any issued to Partners are as per Almasa IT Distribution's sole discretion, Almasa grants such limits to partners based on their financial reports, payment history and track record. Final confirmation of credit limit is at the discretion of Almasa Credit Department.
- 7.2 Partner agrees that Almasa IT Distribution has the permission to seek information from any credit providers (banks, vendors, etc.) and/or any credit reporting agencies whether or not named in the credit application about partner's credit arrangements
- 7.3 Partner understands and agrees that this information may include, among others, any information about credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Privacy Act.
- 7.4 Credit limits are subject to review from time to time and at the discretion of Almasa's credit department.

8. DATA PRIVACY

- 8.1 Partner understands and agrees that the information provided by it to Almasa IT Distribution may be used for the following purposes:
- * Assessing a credit application with Almasa IT Distribution
 - * Notifying other credit providers about the Partner's credit history including a default
 - * Exchanging information with other credit providers as of the status of its credit
 - * Assessing partner's credit worthiness from time to time
 - * Offering the Partner with services or products provided either from Almasa IT Distribution or from its affiliates and business partners
 - * Analysing the needs and offering the Partner with Almasa IT Distribution's services as well as with services of Almasa IT Distribution's affiliates and business partners
- * Responding to requests for information;**
- * complying with a legal or regulatory duty to disclose personal data (for example if required to do so by a court or a government authority, or to prevent a fraud or another crime);
 - * enforcing the terms of any agreement;
 - * enhancing user experience.

- 8.2 "Partner acknowledges and agrees that personal data of its personnel which may be provided to Almasa IT Distribution in relation to this Credit Application Form can be stored and processed by Almasa IT Distribution and its affiliates. The Partner confirms that it has or will obtain consent from its personnel if required.
- 8.3 Partner acknowledges and agrees that the data provided to Almasa IT Distribution may be transferred to other affiliates and business partners, which may be inside or outside of United Arab Emirates, to countries which may not hold an equivalent level of protection of personal data to that of United Arab Emirates
- 8.4 Almasa IT Distribution is committed to protecting the personal data collected and processed in accordance with this Credit Application pursuant to the applicable laws and regulations.

9. TERMS AND CONDITIONS

- 9.1 Almasa IT Distribution reserves the right to change its policies and Terms and Conditions anytime and at its discretion and the Partner agrees to this right of Almasa IT Distribution and undertakes to abide by the same
- 9.2 The updated Terms and Conditions are the ones published in Almasa IT Distribution's website, which will be the ones valid and enforceable against the Partner upon their publication in Almasa IT Distribution's website. It is Partner's responsibility to check the Terms and Conditions on Almasa IT Distribution's website prior to each new purchase

10. APPLICABLE LAW AND JURISDICTION

- 10.1 Any contracts entered into between Almasa IT Distribution and the Partner shall be subject to the law and jurisdiction of the courts of Dubai in the United Arab Emirates.



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ALMASA BUSINESS COMPLIANCE POLICY

1. COMPLIANCE WITH EXPORT CONTROLS AND SANCTIONS

- 1.1 The partner understand and acknowledge that Almasa IT Distribution and its associates or subsidiary companies and its sale of products and Services are subject to US /UN and other Government Export Control and Regulations and may be subject to sanctions .
- 1.2 The partner hereby confirms that they will not transfer, export or re export, directly or indirectly any products /services acquired from Almasa IT Distribution to any Restricted or sanctioned country or its Nationals coming under US/UN and other Government Export Control and Regulations or eventually sanctions.
- 1.3 The partner hereby confirms that it will not use any products or services purchased from Almasa IT Distribution in any activity related to development, Production ,use or maintenance of " weapons of Mass Destruction " Missile Technology or Chemical , Biological or Nuclear Weapon development .
- 1.4 The partner hereby confirms that it complies and will at all times with all applicable " Anti Corruption Laws " and Anti Bribery Laws of the countries where it is active and sells Almasa IT Distribution's products.
- 1.5 The partner hereby confirms that it complies and will at all times with the applicable Privacy Law of the country .

2. GOVERNING LAW AND JURISDICTION

The parties agrees that this credit application shall be governed by under the UAE laws and under the exclusively jurisdiction of Dubai local Courts .

All other cases the Jurisdiction shall be as per Jurisdiction of the country where in Almasa IT Distribution or its Subsidiaries have their offices .

3. CONFIDENTIALITY

The Designs, Plans, Drawings, documents, data, Customer Lists, pricing, Discounts or rebates that Almasa IT Distribution disclose to partner identified as confidential and must be used solely for the use of performing the Agreement and may not be disclosed or copied unless authorised in advance by Almasa IT Distribution in writing.