

MEF WWT SALES – TERMS AND CONDITIONS

1. APPLICATION

These General Terms and Conditions of Sale constitute an agreement between the buyer (“Buyer”) and the seller (MEF WWT. “or “MEF LLC “), notwithstanding any other documents issued by Buyer. These General Terms and conditions of the sale may not be amended, modified, supplemented, or waived in any manner whatsoever, except as otherwise provided in section 16 below or as mutually agreed upon in writing between authorized representatives of buyer and MEF.

2. PRICE

All unit prices are quoted CFR / CIF / DDP / F.O.B / EXW and DDU. Insurance coverage only applies to the term CIF; while for all remaining terms, insurance must be arranged by Buyer.

3. VALIDITY OF PRICES

The prices in the original quotation are only valid for the period stated in the quotation. After that date, MEF reserves the right to adjust prices or withdraw the quotation. Any order received against a quotation must fully conform to the terms and conditions of the quotation and be received within the period of validity of the quotation.

4. PRODUCT AVAILABILITY

The availability date (if any) indicated on the quotation is an approximate date based on the standard lead time for the Products and is taken from the longest lead time for the products quoted. The date is valid as of the receipt of an order that conforms to the terms and conditions to the related quotation. This availability lead time will not take effect if documents are incomplete, inoperable or missing, even if the delay is a result of factors outside the control of Buyer. The absence of an availability date cannot be the basis of a claim for damages or interest or damages of the order by Buyer.

5. PENALTIES

Unless Buyer and MEF expressly agree in writing on an order basis, MEF will not be subject to any penalty clauses whatsoever imposed on it by Buyer or any other third party.

6. WARRANTY AND LIMITED REMEDY

MEF represents that the supplied products are free from defects in materials or manufacture at the time of shipment to Buyer. MEF MAKES NO OTHER WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. If MEF supplied product is found not to conform to this warranty, MEF's only obligation, and Buyer's exclusive remedy, shall be to issue credit for or replace such the product proven to be non-

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conforming. MEF has no obligation under this warranty with respect to supplied products that have been modified or damaged through misuse, abuse, accident or negligence or mishandling by Buyer.

7. PRODUCT USE

Before using, the user is responsible for determining the suitability of the MEF product for a particular use and intended application, and the user assumes all risks and liability in connection therewith.

8. LIMITATION OF LIABILITY

Except in the event of MEF's gross negligence or willful misconduct or where otherwise prohibited by law, MEF SHALL NOT UNDER ANY CIRCUMSTANCES BE LIABLE TO BUYER FOR ANY DIRECT, INDIRECT SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, REVENUE, BUSINESS OR OPPORTUNITY, OR GOODWILL) RESULTING FROM OR IN ANYWAY RELATED TO THE PRODUCTS OR SALE OF OR USE OR INABILITY TO USE THE PRODUCTS. This limitation of liability applies regardless of the legal theory under which such losses or damages are sought. This limitation of liability does not apply to claims by Buyer or direct damages due to breach of material obligation under a quotation or related order.

9. DELIVERY

Unless otherwise explicitly agreed by MEF, the risk in the goods shall pass to Buyer at the time the goods leave MEF's warehouse notwithstanding the terms of shipment unless otherwise expressly agreed to in writing. MEF has no obligation to Buyer for goods damaged in transit once the risk of loss passes to Buyer. Without prejudice to the liability of Buyer to pay for goods delivered, such goods shall remain the property of MEF as legal and equitable owner pending cleared payment in full of all moneys due to MEF for such goods or in respect of any other debt owed by Buyer to MEF. Until payment in full, MEF shall be entitled to re-take possession of the goods. To allow MEF to do that, Buyer grants MEF an irrevocable right to enter at any time, any premises or place where the goods are held or thought to be held and to remove the goods. MEF may then resell the goods and retain the proceeds of such sale. Any shortfall shall be a debt owned by Buyer to MEF. Buyer shall execute any instrument reasonably required for MEF's protection of the security interest in the unpaid goods.

10. FORCE MAJURE/EXCUSABLE DELAY

MEF shall not be liable for failure to perform if performance is prevented, restricted or interfered with by reason of fire or earthquake or other casualty or accident; inability to procure materials power or supplies; war or other violence; any law order other proclamation, regulation, ordinance, demand or requirement of any government agency, court or intergovernmental body, environment, health safety of regulatory reason as reasonably determined by MEF or any act or condition whatsoever beyond the reasonable

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control of MEF. MEF, when so when affected and upon giving notice to buyer, shall be excused from such performance to the extent of such prevention, restriction, or interference, provided that MEF shall use its reasonable efforts to avoid or remove such cause of nonperformance and shall continue performance with the utmost dispatch whenever such causes are removed in the event of back order or other limited supply.

11. CLAIMS AND RETURNED GOODS

For item purchased in-store, returns and exchanges are accepted within 14 days of the original purchase with a valid Invoice & Delivery Note. If 14 days or more have passed since your purchase, we cannot offer you a refund or an exchange. Returns or Exchanges will be processed within 2-3 days from receipt of items in our warehouse in good condition.

Receiving damaged or defective items, receiving the wrong product, or changing one's mind about a purchase are eligible for return. The following items like Special-Order items, Custom made products, Damaged items are not eligible for return/exchange. We reserve the right to refuse any return/exchange, at management's discretion, if the item being returned/exchanged does not meet the criteria set forth within this policy. Condition of items - Items must be in new, unused and in saleable condition with all original packaging intact and tags attached.

12. PAYMENT FACILITY

The payment terms are those indicated in the quotation and order is accepted on the understanding of Buyer's acceptance of these General Terms and Conditions of Sale and the payment terms. For payment by a letter of credit would be irrevocable and in favor of M E F WORLDWIDE TRADING LLC, Dubai, UAE and confirmed by the advising UAE Bank. The validity of a letter of credit should take account of lead time indicated on the quotation and be valid at least 30 days after the date. For sight / cash against documents and / or time draft, Buyer should advise the name and address of its bank. The acceptance and confirmation of a quotation by Buyer Implies his commitment to honor the documents upon presentation or upon maturity of the draft. Where other payment conditions are negotiated, payment will be in accordance with the written agreement of the Parties.

13. NON PAYMENT

For any delay in payment, it is understood that a service charge of 1.5% per month will be applied by MEF as from the date of maturity. The service charge of 1.5% per month will be added to the total amount payable indicated on the final invoice.

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14. TERMINATION FOR DEFAULT

MEF may terminate an order whole or in part, if Buyer is in breach of a material obligation and does not cure the breach to the reasonable satisfaction of MEF within ten (10) days of MEF's written notice of intent to terminate the order for Buyer's default. MEF may terminate or modify these Terms and Conditions of Sale applicable to an order immediately and without prior written notice to Buyer upon insolvency of Buyer filing of voluntary or involuntary petition of bankruptcy by or against Buyer, of making an assignment for the benefit of creditors by Buyer.

15. WAIVER

Any failure or delay by either party in exercising any right or remedy provided by or relating to a quotation or related order or these General Terms and Conditions of Sale in one or more instances does not constitute a waiver and shall not prohibit a party from exercising such right or remedy later or from exercising any other right or remedy available.

16. SEVERABILITY

If any provision of these General Terms and Conditions of Sale shall, for any reason be held invalid, illegal or unenforceable by a court or tribunal of competent jurisdiction, such provision shall be deemed severable and such invalidity, illegality, or unenforceability shall not affect any other provision of these general terms and conditions of sale, which shall be enforced in accordance with the intent and provisions of these General Terms and Conditions of Sale.

17. ASSIGNMENT

Buyer may not assign, transfer or delegate any of its rights, duties, interests or obligations under a quotation or a related order without the prior written consent of MEF. MEF expressly reserves the right to terminate the quotation on: (a) the sale of all or substantially all the assets of Buyer; or (b) the sale or transfer of the entire business or substantially all the stock of Buyer. Any such assignment, transfer or delegation without MEF's prior written consent shall be void and a cause for termination of the quotation and all or part of a related order.