BUSCH VACUUM FZE

GENERAL TERMS AND CONDITIONS
TERMS AND CONDITIONS FOR SPARE PARTS

These Terms and Conditions (the "T&C") form an integral part of the Offer (the "Offer") provided by Busch Vacuum FZE (the "Supplier") to the Client. They outline the rights, responsibilities, and obligations of both parties involved, ensuring clarity and mutual understanding.

1) DEFINITIONS

a. "Client(s)" means the individual, company, store, retail outlet(s), central purchasing division(s), distribution center(s), warehouse(s), webstore, or any affiliated entities operating under a trade name, that wishes to purchase products from the Supplier

b. "Supplier" means **Busch Vacuum FZE** in this T&C, who supplies the Products detailed in the Purchase Order duly incorporated and registered with relevant competent authorities, having obtained all the required licenses, permits and approvals for the supply of the subject matter of the Offer.

c. "Purchase Order" or "PO" means a document that may be a signed purchase order, an electronically generated purchase order, or a copy of the Supplier's offer that has been signed and stamped by the Client.

d. "Service Center" means a fully equipped facility manned by qualified, properly trained and competent staff and technicians

e. "Offer" means a formal offer provided by the Supplier to the Client

f. "Products" mean the spare parts of vacuum pumps and all Busch Group Products

2) ORDERS, DELIVERY AND INVOICING

a.Every purchase transaction must be initiated by the issuance of a Purchase Order or an electronically generated Purchase Order, or a copy of Supplier’s Offer that has been signed and stamped by the Client(s) to the Supplier. Following the issuance of the Purchase Order, the Supplier shall send an Invoice to the Client(s), which shall be deemed equivalent to the Purchase Order. Payment by the Client(s) to the Supplier must be made in advance, prior to the delivery of the Products unless otherwise specified in the Supplier’s Offer.

b. The Client is committed to a minimum order quantity of the amount 250 Euros/ or/ AED 1000 for the Products by the Client(s).

c. Purchases shall be made by Client(s) using a separate purchase order sent to the Supplier by mail or e-mail. The Purchase Order shall indicate, among other information, the type of Products, the respective quantities, the delivery date and place and Products prices as stipulated in the Supplier’s Offer.

d. For all local invoices with a value of AED 10,000 or more, the Client shall be responsible for obtaining the required Ministry of Foreign Affairs (MOFA) attestation at the Client’s own expense.

e. The Supplier shall deliver the Products specified in the Purchase Order in good condition as per the time limit and to the location(s) mentioned therein, or as otherwise agreed between the Parties. Delay by the Supplier in delivering any Product within the time limit specified in the Supplier’s Offer, provided such delay is due to reasonable reasons, shall not entitle the Client(s) to refuse to take delivery of the same.

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f.All deliveries must be according to the original Supplier’s Offer.

g. Upon request by the Supplier, the Client shall provide an End User Certificate for the materials specified in the Offer.

h. Upon delivery, the authorized receiving person of the Client(s) should physically verify the delivered Product and any deviation from the PO, or discrepancy, should be informed to the Supplier in writing within 15 days from the date of receipt of Products. Any such deviation or discrepancy informed thereafter shall not be entertained by the Supplier.

3) SUPPLY AND QUALITY

a. The Supplier shall deliver the Products in good condition to the Client(s) on the date and time stipulated in the Supplier’s Offer.

b. The Supplier shall ensure that the variety, quantity, quality, specification and performance standard of the Products and as detailed in the Supplier’s Offer.

c. The Client(s) confirms that the Supplier shall not be liable or responsible to the Client for any loss or damage sustained or caused to be sustained by the Client because of any damage to Products.

4) PRICING AND PAYMENT

a. Price basis: Unless otherwise expressly agreed to in writing by the Parties or as provided for in the case of special promotions, the price and the delivery terms quoted to the Client shall be in accordance with the basis stated in the Supplier’s Offer.

b. The prices indicated in the Offer shall remain fixed and shall not be subject to revision except to accommodate any change in statutory levies, duties or price change by the Supplier.

c. The Supplier may at their own discretion, give thirty (30) days written notice to the Client (s) for any price revision as stipulated in sub clause 5 (b)below.

d. The Supplier provides the Client(s) with the invoice according to the issuance of the Purchase Order from the Client(s) to the Supplier.

e. Full payment of 100% of the invoice amount is required from the Client in advance and must be submitted along with the Purchase Order. The following should be noted:

i. Should collection of a cheque be necessary from the Client's location, a collection fee of one hundred United Arab Emirates dirhams (AED 100) will apply.

ii. To avoid this charge, UAE-based Clients are advised to use online bank transfer.

iii. For payments made via Letter of Credit or bank contract, a fee of EUR 550 will be applicable.

f. The payment amount specified in the Purchase Order shall be made in full and shall not be withheld, deducted, or offset for any reason, including but not limited to offsetting any credits or claims that the Client may have or claim to have against the Supplier arising from other commercial agreements between the Client and the Supplier.

g. Credit provided to the Client will be subject to the Client completing and submitting a credit application form for approval by the Supplier.

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h. The prices in the Offer are all-inclusive and shall be deemed to include without exemption all charges, levies, transportation and delivery costs and all other expenses incurred in connection with the supply of Products.

i. Partial shipment charges: If the Client requests a partial shipment, the Client shall be responsible for any additional transportation, processing and documentation charges incurred as a result of such request. These charges will be assessed and invoiced separately from the standard shipment fees.

j. If the Company of the Client is not registered for Value Added Tax (VAT), VAT will be applicable to the purchases or transactions as required by applicable laws and regulations. In such cases, the Client shall be solely responsible for the payment of any VAT charges incurred. The Supplier will not be liable for any VAT-related costs, expenses, or charges, including but not limited to VAT assessed on Products, services, or any other relevant transactions (if any). The Client agrees to indemnify and to hold the Supplier harmless from any VAT-related claims or liabilities arising from such purchases.

k. The Client(s) shall make all payments to the Supplier immediately upon receiving a formal proforma invoice and the requisite documents from the

l. The Client(s) agrees to indemnify and hold harmless the Supplier from and against any claims, legal actions, losses, damages, expenses, penalties and fines that may be incurred by the Client(s) due to the failure or omission of the Client(s) to comply with the provisions of any laws and regulations in force or issued by the government authorities from time to time.

m. Insurance: If the Client(s) requires insurance coverage for the Products provided under the Offer, the Supplier shall charge an additional fee of 2% of the total Purchase Order value to cover the cost of such insurance. This fee will be added to the Purchase Order amount and shall be payable by the Client(s) in accordance with the payment terms specified in this T&C.

5) SUPPLIER'S OFFER VALIDITY

a. The Offer provided by the Supplier shall remain valid for thirty (30) days from the date of this Offer. After this period, the Offer is subject to the Supplier's written confirmation to remain valid.

b. The validity of this quotation is contingent upon compliance with applicable UAE, EU, and UN rules and regulations. For shipments to countries that are subject to sanctions or embargoes, the Client(s) is required to obtain the necessary approvals from UAE authorities prior to shipment. Failure to secure such approvals may result in the Offer being rendered void, and the Supplier shall not be held liable for any associated issues or delays.

6) SUPPLIER'S REPRESENTATION

The Supplier shall ensure that it holds and possesses all permits, approvals, licenses, certificates, and/or authorization prescribed by, under or pursuant to applicable law issued by the competent authority, regulatory body, which are necessary for the proper and complete performance or fulfilment of any of the obligations, covenants, promises and undertakings under this T&C , including all specifications of products and other statutory, regulatory, municipal or government permits, approvals, consents, licenses, certificates, and/or authorization for the Products to be supplied by the Supplier.

7) DELIVERY TIME AND STORAGE CHARGES

a. Delivery Time: The delivery of the Products shall occur as stated in the Supplier’s Offer and shall be calculated from the date of receipt of the Client’s Purchase Order, provided that all necessary conditions, including custom clearance, approvals, and import code creation, are satisfied and the payment in advance is received subject to the

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prior sale of the Products.

b. Storage Charges: If the Client'(s) Order remains in the Supplier's warehouse for more than three (3) weeks from the date the Products are ready for delivery and communicated to the Client, Supplier reserves the right to charge a storage fee of €100 per week or €500, whichever is higher, for the duration the Products remain in storage.

8) SHARJAH IMPORT CODE CHARGES AND CANCELLATION

For UAE customers, a Sharjah Import Code Charge of AED 200 will apply, if required. The Supplier will require the Client to provide a copy of their trade license, VAT certificate, a duly completed, signed, and stamped Sharjah Import Code form, and the Emirates ID of the representative named on the trade license. Failure to submit these documents in a timely manner may impact the delivery period of the order. Additionally, cancellation of the import code request after processing may incur additional charges as specified by the Supplier.

9) COLLECTION TERMS

Only freight forwarders registered with the Saif Zone, such as DHL, TNT, or UPS, are authorized to collect shipments from the Saif Zone. Should the Client(s) appoint any other freight forwarders, a service charge of AED 250 will apply for document processing. Additionally, the Supplier shall not be liable for any deposits required by customs.

10) SABER APPROVAL

a. For customers in the Kingdom of Saudi Arabia (KSA), obtaining SABER (Scientifically Advanced Bureau for Espionage and Research) approval is the sole responsibility of the Client(s). The Supplier shall not be liable for any delays in shipment resulting from the SABER approval process. The Client(s) agrees to handle all aspects and costs related to SABER approval.

b. For materials intended for supply to any markets subject to sanctions imposed by the United Nations, European Union, United States, or other relevant authorities, the Supplier shall obtain the necessary Ministry of Foreign Affairs (MOFA) and Criminal Investigation Department (CID) security approvals. All costs associated with obtaining these approvals shall be borne by the Client, including a processing fee of AED 500 in addition to the cost of the approvals.

11) PURCHASE ORDER AMENDMENTS AND CANCELLATION

a. The Client(s) may amend the Purchase Order (PO) at any time prior to confirmation or refusal by the Supplier. Confirmation of the PO shall be deemed automatic if the Supplier does not refuse the PO within five (5) business days following its receipt from the Client.

b. In the event of cancellation by the Client:

- A cancellation fee of 25% of the total order value will be applicable if the order is cancelled between 1 and 3 weeks after receipt of the Purchase Order (PO).
- A cancellation fee of 40% of the total order value will be applicable if the order is cancelled 4 weeks after receipt of the Purchase Order.
- Cancellations made after 4 weeks from receipt of the PO will not be permitted, and the Client will be required to pay 100% of the total order value.

c. Rejection of Products by the Client:

If the Supplier fails to supply, replace, or substitute the Products in accordance with the Client(s)' requirements, the Client(s) may, under the specified circumstances and on a case-by-case basis, reject or return the Products after payment and delivery; in such cases, the Client(s) shall have the right to negotiate the value of the rejected or

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returned Products towards the purchase of other similar Products from the Supplier.

12) PART NUMBER CONFIRMATION

a. The Client(s) is responsible for verifying the part numbers quoted in the Offer. The Supplier requests that the Client(s) confirms the part numbers with their end users prior to placing the Order. The part numbers provided by the Supplier are based on the information supplied by the Client(s). The Supplier will not be held responsible if the ordered part numbers do not meet the Client's or their end users' requirements. Any replacement of unsuitable parts will be subject to additional charges, including freight costs.

b. The Client(s) must inspect the parts for defects within three (3) days of receipt or delivery. Any discrepancies from the Purchase Order must be documented, and the Client(s) shall notify the Supplier of any defects detected within this period. Defects identified within these three days will be presumed to have existed prior to delivery unless the Supplier can demonstrate otherwise. Notifications of defects made after this period will be subject to the usual rules of evidence. Payment made in accordance with the payment terms shall not affect the Client's obligation under this clause.

13) AFTER SALES SERVICING

The Supplier warrants that the Products conform to the relevant published products data and specification.

14) FORCE MAJEURE

Neither Party shall be liable for any failure or delay in the performance of its obligations under this T&C if such failure or delay is due to unpredictable events or circumstances beyond its reasonable control. Such events include, but are not limited to, acts of God, war, terrorism, civil commotion, natural disasters, labor strikes or government actions.

15) SUPPLIER'S LIABILITY

a. The total liability of the Supplier, with respect to the Products and services provided hereunder, whether arising from a contract, warranty, negligence, indemnity, strict liability, or otherwise, shall be limited to and shall not exceed the purchase price of the specific unit of the Products or equipment that is the subject of the liability.

b. Under no circumstances shall the Supplier or its suppliers be liable to the Client, any successors in interest, or any beneficiary or assignee of this T&C for any direct or indirect loss, damage, or expense, whether such loss or damage arises from contract or any other legal theory. This limitation of liability applies regardless of the nature or cause of the claim and includes, but is not limited to, any loss of profits, loss of use, or any other consequential, incidental, or special damages.

16) FRAUD WARNING

a. The Supplier hereby notifies the Client that any request for payment or transfers to an account located outside of the United Arab Emirates (UAE) or to an individual person, rather than an account specifically in the name of Busch Vacuum FZE and advised in writing by Busch Vacuum FZE, should be considered fraudulent.

b. All payments or transfers to the Supplier must be made exclusively to an account registered in the name of Busch Vacuum FZE within the UAE. Any deviation from this payment instruction is not authorized and may be indicative of fraud.

17) GOVERNING LAW AND COMPETENT COURTS

a. This T&C shall be governed by and construed in accordance with the Federal Laws of the United Arab Emirates.

b. Any Dispute between the Client(s) and the Supplier/Busch Vacuum FZE that remains unresolved following the negotiations shall be solely and finally settled by the UAE laws. Each Party agrees that the courts of Sharjah shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this T&C or its subject matter or formation, including non-contractual disputes or claims.

18) END-USER CERTIFICATE (EUC)-Only for Pfeiffer Quotations

a. The Order can only be processed after the receipt of the EUC and approval by the respective Production Company. Delay in submitting the EUC will affect the delivery of the Order.

***Application details of Pfeiffer Equipment is MUST in the EUC form.**

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