

BUSCH VACUUM FZE LETTERHEAD

GENERAL TERMS AND CONDITIONS- WORKSHOP SERVICE

These Terms and Conditions (the "**T&C**") are an essential component of the Offer (the "**Offer**") between Busch Vacuum FZE (the "**Service Provider**") and the Client. The T&C serves to define the rights, responsibilities, and obligations of both parties in relation to the Workshop service to be provided. By outlining these terms, the T&C aims to ensure a clear and mutual understanding, promoting a transparent and professional working relationship throughout the duration of the service engagement. Both parties are encouraged to review these conditions thoroughly to facilitate a successful and efficient collaboration.

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 wish to benefit from the Services provided by the Service Provider.
- b. "**Workshop Service**" refers to the activities and services provided by the Service Provider at Busch Service Center. These services may include, but are not limited to, inspection, dismantling, cleaning, replacing parts, repair, overhauling, testing and painting of equipment such as vacuum pumps, blowers, systems or related machinery, performed at the Service Provider's workshop to ensure proper functioning and minimize downtime.
- c. "**Service Provider**" means **Busch Vacuum FZE** in this T&C, who supplies the Services in relation to the Workshop Service detailed in the Offer, duly incorporated and registered with relevant competent authorities, having obtained all the required licenses, permits and approvals for the supply of the Services.
- d. "**Service Center**" means a fully equipped facility manned by qualified, properly trained and competent staff and technicians possessing the necessary skills to carry out all repairs and maintenance work and the requisite authority to perform and discharge all warranty obligations in relation to the Services.
- e. "**Offer**" means a formal offer provided by the Service Provider to the Client, outlining the services available for Workshop service, along with the associated price, terms of performance, delivery schedules, and any other relevant conditions.
- f. "**Services**" means the specific Workshop Service provided by Busch Vacuum FZE (the "Service Provider") as outlined in the Offer. These services are as outlined in section 1) B above.
- g. "**Products**" mean the Vacuum Pumps and/or the spare parts that are specialized devices manufactured in Busch Group global production facilities. The specific details of these vacuum pumps, including their types, quantities, and any relevant specifications, are subject to the Service Provider's Offer and the Purchase Order between the Client and the Service Provider. The Client intends to purchase these vacuum pumps in accordance with this T&C.
- h. "**Purchase Order**" or "**PO**" means a document that may be a signed purchase order, an electronically generated purchase order, or a copy of the Service Provider's Offer that has been signed and stamped by the Client.
The PO includes a list of products, details and relevant prices. Any response to the PO shall be deemed as acceptance of this T&C attached with the Service Provider's Offer. The subject of the PO between the Service Provider and the Client is the purchase of Busch Vacuum FZE Products by Client by the Service Provider.

2) ORDERS, DELIVERY AND INVOICING

- a. Every purchase transaction must be initiated by issuance of a signed Purchase Order or an electronically generated Purchase Order, or a copy of Service Provider's Offer that has been signed and stamped by the Client(s) to the Service Provider. Following the issuance of the Purchase Order, the Service Provider shall send an Invoice to the Client(s), which shall be deemed equivalent to the Purchase Order. Payment by the Client(s) to the Service Provider must be made in advance, prior to the delivery of the Products and the Services, unless otherwise specified in the Service Provider's Offer.
- b. Purchases shall be made by Client(s) using a separate purchase order sent to the Service Provider by mail or e-mail. The Purchase Order shall indicate, among other information, the type of Services, Products, the delivery date and place, and prices as stipulated for in the Service Provider's Offer.

- c. 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.
- d. All deliveries must be according to the original Service Provider's Offer.
- e. End-User Certificate (EUC): (Applicable only for Pfeiffer Quotation) The Order can only be processed after the receipt of the EUC and approved by the respective Production Company. Delay in submitting the EUC will affect the delivery of the order. **Application details of Pfeiffer equipment are MUST in the EUC form.**
- f. 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 Service Provider in writing within 5 days from the date of receipt of Products. Any such deviation or discrepancy informed thereafter shall not be entertained by the Service Provider.

3) SUPPLY AND QUALITY

- a. The Service Provider shall deliver the Services and Products in good condition to the Client(s) within the delivery period stated in the Service Provider's Offer.
- b. The Service Provider shall ensure that the variety, quantity, quality, specification and performance standards are as detailed in the Service Provider's Offer.
- c. The Client(s) confirms that the Service Provider's liability is limited to the completion of the Services. The Service Provider shall not be liable for the consequences resulting from modifications or repair work performed improperly by Client or third parties without Service Provider's prior consent.

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 Service Provider'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 Service Provider.
- c. The Service Provider reserves the right to revise prices at their discretion. Quotations are subject to change without prior notice.
- d. The Service Provider provides the Client(s) with the invoice according to the issuance of the Purchase Order from the Client(s) to the Service Provider.
- 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 Service Provider shall be entitled to demand a reasonable advance payment at the time the contract is entered into, and the following should be noted:
 - i. The Client shall be responsible for paying any applicable customs duties at actuals.
 - ii. Should collection of a cheque be necessary from the Client's location, a collection fee of thirty United Arab Emirates Dirhams (AED 30) will apply.
 - iii. To avoid this charge, UAE-based Clients are advised to use online bank transfer.
 - iv. For payments made via Letter of Credit or bank contract, a surcharge 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 Service Provider arising from other commercial agreements between the Client and the Service Provider.
- g. The prices in the Service Provider's 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 Services.
- h. Additional Charges: Any work or services not specifically quoted in the Offer will be subject to additional charges. Furthermore, if any spare parts are required that are not included in the supplied or quoted spare parts, such items will be charged separately.
- i. VAT: A 5% VAT will be applicable to all service charges for UAE clients. For clients outside the UAE, a withholding tax of 5% will be applicable.

- j. Partial shipment charges: If the Client requests a partial shipment, the Client shall be responsible for any additional transportation, processing and documentation charges incurred because of such request. These charges will be assessed and invoiced separately from the standard shipment fees.
- k. 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 Service Provider 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 Service Provider harmless from any VAT-related claims or liabilities arising from such purchases.
- l. The Client(s) shall make all payments to the Service Provider immediately upon receiving a formal proforma invoice and the requisite documents from the Service Provider.
- m. The Client(s) agrees to indemnify and hold harmless the Service Provider 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.
- n. Insurance: If the Client(s) requires insurance coverage for the Products provided under the Offer, the Service Provider 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) SERVICE PROVIDER'S OFFER VALIDITY

- a. The Offer is valid for 30 days from the date of issuance, after which it will be subject to the Service Provider's written confirmation. Quotations in the Offer are subject to change without prior notice, unless otherwise specified therein. After this period, the Offer is subject to the Service Provider'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 Service Provider shall not be held liable for any associated issues or delays.

6) SERVICE PROVIDER'S REPRESENTATION

- a. The Service Provider 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 fulfillment 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 and services to be supplied by the Service Provider.
- b. De-contamination Declaration:
The Service Provider shall not perform any service or maintenance on the vacuum equipment and its components until the Client has provided a written declaration regarding any contamination that may have occurred. This declaration must confirm the extent of the contamination and its potential risks to the equipment and personnel involved. An appropriate form for this declaration is enclosed with the Offer and must be completed and returned prior to the commencement of any service or maintenance work.

7) DELIVERY TIME

The delivery of Products and especially spare parts shall be made on an "Ex-Stock" basis, subject to prior sales, and shall be provided on an "Ex-Works Saif Zone" basis. The commencement of the Services is contingent upon the receipt of all required spare parts in full. No work shall begin until the complete set of spare parts has been delivered and received by the Client. Delay by the Service Provider in delivering any Product within the time limit specified in the Service Provider's Offer, provided such delay is due to reasonable reasons, shall not entitle the Client(s) to refuse to take delivery of the same.

8) WORK HOURS, TRAVEL TIME AND EXPENSES

- a. Work hours basis: The standard workday is defined as 08 hours. Any additional hours worked beyond the standard 08-hour workday will be chargeable at the applicable rates. Busch Engineers will be reimbursed for all actual hours worked. For weekends (Saturday and Sunday) and public holidays, the charges will be calculated at half the quoted per-day rate. Busch Engineers shall not submit separate billing for hours not worked, including those weekends or public holidays, if applicable. Living expenses incurred during holidays and weekends, including those within the job period, will be charged to the Client.
- b. Travel Time Billing (For Outside UAE Clients): Travel time for services provided outside the UAE will be billed from the time the Busch Engineer departs the airport nearest to his usual place of business (Sharjah or Dubai) until his arrival at the service site. Return travel time will be calculated from the time the Service Provider representative departs the service site until his arrival at the airport nearest to his usual place of business (Sharjah or Dubai). This travel time will be billed in accordance with the applicable rates.
- c. Travel Expenses (For Outside UAE Clients): Air travel to and from the city nearest the service site shall be charged at full fare rates. No detailed billing for air travel will be provided. Ground transportation expenses, including but not limited to taxi, car rental, bus, tolls, and any other transportation costs associated with travel to and from the site, as well as during the duration of work on the site, shall be borne by the customer and will be invoiced accordingly.
- d. Living Expenses (For Outside UAE Clients): Living expenses, as incurred by the Busch Vacuum FZE representative while living away from home for the purpose of providing services outside the UAE, are defined to include meals, lodging, laundry, and incidental expenses. These living expenses will be charged to the client, and no detailed billing or receipts for such expenses will be provided.

9) SHARJAH IMPORT CODE CHARGES AND CANCELLATION

For UAE clients, a Sharjah Import Code Charge of AED 200 will apply, if required. The Service Provider 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 Service Provider.

10) 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 Service Provider shall not be liable for any deposits required by customs.

11) SABER APPROVAL

- a. For clients 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 Service Provider 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 Service Provider 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.

12) 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 Service Provider. Confirmation of the PO shall be deemed automatic if the Service Provider 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.
 - 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 and/or Services by the Client:

If the Service Provider 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 returned Products towards the purchase of other similar Products from the Service Provider.

13) SERVICE TERM

- a. In the event that the pumps are returned without servicing or overhauling, an inspection charge of AED 2,000 per pump shall apply. If the pump is deemed to be out of scope for servicing or overhauling, and the Client fails to confirm their decision within four (4) weeks from the submission of the inspection report, the Service Provider shall have the full right to scrap the pump. Under such circumstances, the Client shall have no further claims against the Service Provider, and shall not be entitled to any compensation or recourse related to the pump.
- b. The Service Provider warrants that the Products conform to the relevant published products data and specification and that they are covered by the manufacturer's warranty which warranty is valid and subsisting.

14) FORCE MAJEURE

Neither party shall be liable for any failure or delay in performance of any obligation under this agreement due to causes beyond their reasonable control, including but not limited to strikes, accidents, natural disasters, acts of government, or any other events of force majeure. All agreements are contingent upon the occurrence of such events. Furthermore, all contracts are subject to approval by the authorized person of the respective parties. Any required legalization or governmental approval shall be the responsibility of the customer and will be subject to additional charges.

15) SERVICE PROVIDER'S LIABILITY

a. Liability Limitation:

The total liability of the Service Provider, including its employees, agents, contractors, and suppliers, with respect to this contract, the equipment, and services provided hereunder, whether arising from contract, warranty, negligence, indemnity, strict liability, or otherwise, shall not exceed the purchase price of the unit of equipment upon which such liability is based. Under no circumstances shall the Service Provider, its affiliates, or its suppliers be liable to the purchaser, any successors in interest, any beneficiary or assignee of this contract, or any third party, for any breach of this contract or for any other direct, indirect, incidental, special, consequential, or punitive loss or damage, regardless of whether such loss or damage arises from contract, tort, or any other legal theory, even if the Service Provider has been advised of the possibility of such loss or damage.

- b. Under no circumstances shall the Service Provider 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 or not 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) WARRANTY

- a. The Service Provider provides a warranty on all Service work for a period of three (3) months from the date of the Service invoice. The Client shall notify the Service Provider in writing of any defects or deficiencies without delay. The Service warranty shall cover defects resulting from poor workmanship but shall not extend to any spare parts used during the Service. Replaced components shall become the property of the Service Provider.
- b. The Client shall provide the Service Provider with adequate time and opportunity to rectify any defects or perform any necessary replacements that the Service Provider deems necessary. Failure to do so shall relieve the Service Provider from liability for any resulting consequences. In cases of urgency, where operational safety is at risk or to prevent excessive damage, the Client may proceed with corrective actions, provided that the Service Provider is notified immediately.
- c. Should the complaint be deemed valid, the Service Provider shall bear the cost of the replacement item, excluding shipping costs.

d. No warranty shall be applicable in the following circumstances, which include but are not limited to:

- Use of non-genuine Busch Vacuum parts.
- Failure to register on the Busch Vacuum Application.
- Overdue or pending payments.
- Unsuitable or improper use of the equipment.
- Faulty or defective assembly and/or start-up by the Client or any third parties.
- Natural wear and tear.
- Faulty or neglectful treatment.
- Use of unsuitable operating fluids.
- Deficient construction work or unsuitable building substrates.
- Chemical, electrochemical, or electrical influences not attributable to Busch Vacuum FZE.
- The Pump is NOT being operated according to the Installation and Operating Instructions manual.
- Pump being operated under conditions beyond our control such as improper voltage, excessive ambient temperatures, or other conditions that would affect the performance or life of the pump will also cause the Service Warranty to become void.
- Pump maintenance was not performed on time by certified Busch technician, or improper maintenance was conducted by the client. (Strict requirement to maintain the validity of extended warranty)

e. In the event that the Client or a third party improperly remedies any defect, the Service Provider shall not be liable for any resulting consequences. This exclusion of liability also applies in cases where the Client or a third party alters the supplied item without the prior written consent of the Service Provider.

17) WAREHOUSING

In the event that the equipment or components, which are ready for dispatch at the works of the Service Provider or their sub-contractors/vendors, cannot be dispatched due to reasons attributable to the Client, the Client shall be liable to pay warehousing charges to the Service Provider. The warehousing charges shall be calculated at a rate of AED 200 per day or 10% of the total order value, whichever is higher, for each day the equipment/components are held in storage. These charges will accrue from the date the equipment/components are ready for dispatch and until such time as they are dispatched.

18) FRAUD WARNING

- a. The Service Provider hereby notifies the Client that any request for payment or transfers to any account located inside or 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 Service Provider 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.
- c. The Service Provider will never ask you to make payments to an account outside of UAE and / or to a single person - all transfers for Busch Vacuum FZE shall be made to an account naming Busch Vacuum FZE in the UAE.
- d. **Bank Details:**

	AED Details	Euro Details
Bank Name	Abu Dhabi Commercial Bank	Abu Dhabi Commercial Bank
Bank Address	Ajman Branch	Ajman Branch
Beneficiary Name	Busch Vacuum FZE	Busch Vacuum FZE
Account No	10105624402001	10105624404001
Iban No	AE150030010105624402001	AE440030010105624404001

19) 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 Client and the Service Provider 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.

20) END-USER CERTIFICATE (EUC)- Applicable *Only for Pfeiffer Quotations*

The Order can only be processed after the receipt of the 100% advance payment (if applicable) and the approved EUC by the respective Production Company. Delay in submitting the EUC will affect the delivery of the Order. If the Order is cancelled/ delayed due to the changes/ discrepancy in EUC, then No payment will be refunded.

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

21) GENERAL TERMS

In the absence of any separate contractual agreements, Busch Vacuum FZE, as the Service Provider, shall perform repairs or maintenance on vacuum equipment and components solely based on these Terms and Conditions. Under no circumstances shall any contradictory terms of purchase provided by the Client form part of the contract, even if such terms are not expressly refuted by Busch Vacuum FZE upon acceptance of an order. These Terms and Conditions shall apply to the present transaction as well as to all future business transactions between the parties. Additionally, the Service Provider will never request payments to be made to an account outside of the UAE or to a single individual. All payments for services provided by Busch Vacuum FZE shall be made to an account in the name of Busch Vacuum FZE located in the UAE.