



A SIKA COMPANY

TERMS & CONDITIONS OF SALE

VERSION 1.1 EFFECTIVE 1/6/2023

1. GENERAL

1.1 The following terms and conditions shall be incorporated into all contracts involving goods supplied by Modern Waterproofing Company. These terms and conditions of sale shall prevail over any purchaser's terms and conditions of sale to the intent that any sale of goods by the Company shall be concluded on these terms and conditions of sale only.

1.2 Notwithstanding clause 1.1, the Company may by written notice to the purchaser alter or replace these terms and conditions. All orders placed subsequently by the purchaser shall be upon the altered or replaced terms and conditions.

2. QUOTATIONS/ORDERS AND PRICES

2.1 The Company's prices are subject to alteration without notice and the price payable by the purchaser shall be the price ruling at the time the goods are made available.

2.2 No order shall be binding on the Company until accepted in writing by the Company on a person authorized on its behalf. Quotations may be revised or withdrawn by the Company at any time prior to its written acceptance of an order based on a quotation.

3. PAYMENT

3.1 Payment is to be made in cash without deduction or set-off of any kind on the 30th day of the month next following that in which the Company issues an invoice for the goods.

3.2 The Company may at any time after the goods are made available require immediate payment (without the need to make formal demand) or withhold deliveries if the Company considers the purchaser to be a credit risk.

3.3 Where any payment is not made on the due date, then without prejudice to any other rights or remedies available to the Company under these terms and conditions or at law or in equity or otherwise the Company may:

- a) Charge interest, by way of liquidated damages, on all overdue accounts at the rate of 2% per month calculated on a daily basis from the date on which payment was due until payment is made.
- b) Withhold deliveries or cancel undelivered orders or portions thereof.
- c) Cancel an order or portion thereof, retain as liquidated damages any moneys paid by the purchaser (up to a maximum of 10% of the purchase price) and sue the purchaser for damages.
- d) Cancel any other order or contract or arrangement between the Company and the purchaser or suspend performance of such order, contract or arrangement pending payment without being liable to the purchaser for any losses (of any kind and whether direct or indirect or consequential) it might suffer.

3.4 The Purchaser shall upon demand reimburse the Company for all costs (including legal costs on a solicitor/client basis), expenses or other sums reasonably incurred by the Company in exercising any right or remedy available to it consequent upon default by the Purchaser which sum shall also carry interest at the rate specified in clause 3.3(a) if unpaid within one calendar month of demand having been made.

3.5 In addition to any other lien to which the Company may by law be entitled, the Company shall be entitled to a general lien on all goods of the purchaser in the Company's possession (whether or not payment has been made partly or wholly for those goods) for all amounts due from the purchaser and may sell (privately, by tender or by auction) all or any of those goods if after receiving 28 days' prior written notice of intention to sell the purchaser fails to pay such amounts to the Company. The Company shall apply the sale proceeds towards all amounts owed to the Company by the purchaser and shall pay any surplus to the purchaser.

4. FORCE MAJEURE

4.1 No liability is accepted for loss or damage (in either case, of any kind and whether direct, indirect or consequential) or delay caused by Government order, civil commotion, force majeure, accidents, fires, strikes, lock-outs or delay in obtaining raw materials whether as a result of shortage or otherwise or any other cause beyond the Company's reasonable control.

5. DELIVERY

5.1 Where the Company has agreed to deliver the goods to the purchaser's premises, the purchaser shall ensure that the carriers will have uninterrupted access to the purchaser's premises to enable the goods to be delivered by the carriers.

6. RISK AND PROPERTY

6.1 The risk of any loss or damage to or deterioration of goods shall pass to the purchaser when the goods are delivered and it shall be the purchaser's obligation to insure the goods from that time.

6.2 Ownership of all goods supplied by the Company shall be retained by the Company until payment in full of all moneys (whether for the goods or otherwise and including default interest) owed by the purchaser to the Company. Until payment is made:

- a) The purchaser shall, prior to use or resale of the goods, store the goods separately from goods not supplied by the Company;
- b) The Purchaser shall hold the goods as bailee for the Company;
- c) The Company may enter the premises occupied by the purchaser to take possession of the goods at any time after payment is due. If all or any of the goods are wholly or partially attached to, intermingled with or incorporated in any other goods the Company may in its sole discretion disconnect, retrieve or sever the goods in order to remove them without being liable for any loss or



A SIKA COMPANY

Damage caused or any liability incurred thereby, and the purchaser hereby indemnifies the Company for any claims for loss or damage that may be made against the Company as a result of the exercise by the Company of its rights pursuant to this clause.

6.3 If the purchaser re-sells the goods or any of them before such payment is made it shall hold the sale proceeds in trust for the Company and account to the Company for all moneys owed by the purchaser to the Company. If the purchaser resells the goods or any of them so as to create a debt owed to the purchaser, the purchaser hereby assigns all legal and equitable title to that debt to the Company and the purchaser hereby irrevocably appoints the Company as its attorney with all powers permitted by law for the purpose of effecting any such assignment and recovery of any such debt in the name of the purchaser for the benefit of the Company.

7. WARRANTIES AND LIABILITIES

7.1 Save for any warranties and conditions conferred in writing by the Company on the purchaser in relation to particular goods sold by the Company to the purchaser the Company makes no representation and gives no assurance, condition or warranty of any kind to the purchaser (including any assurance, condition or warranty implied by law to the extent that the assurance, condition or warranty can be excluded) in relation to the goods and accepts no liability for any assurance, condition, warranty, representation, statement or term not expressly set out in these terms and conditions of sale or in any quotation or other writing given by the Company to the purchaser.

7.2 The benefit of any warranties and conditions conferred by the Company on the purchaser are personal to the purchaser and are nonassignable.

7.3 In no case shall the Company be liable to the purchaser or any other person for indirect or consequential loss or damage of any kind arising out of or attributable to any breach by the Company of its warranties or conditions or obligations under this contract or negligence or otherwise and for the purposes of these terms and conditions consequential loss includes (without limitation) loss or use of goods or services, loss of income or profit and loss or damage to persons and property.

7.4 The Company reserves the right not to accept liability for damaged or faulty goods, short delivery or errors in despatch which would be apparent by inspection on delivery unless intimation by writing is given to the carriers and the Company within 3 days from the receipt of the goods by the purchaser. The Company accepts no liability for loss of goods ordered but not delivered unless notice to the Company and the carriers is given within 14 days of the date of the packing slip or invoice (whichever is dated the earliest).

7.5 Regardless of the legal basis of any claim of any kind made against the Company, the Company's maximum liability to the purchaser under any circumstances shall not exceed the purchase price paid or payable for the goods supplied by the Company which gave rise to that claim.

7.6 No employee, agent of, or independent contractor engaged by the Company shall in any circumstances be under any liability of any kind to the purchaser for any loss or damage whether arising or resulting directly, indirectly or consequentially from any act, neglect or default on the part of such person while acting in the course of or in connection with his or her employment, agency or engagement and, without prejudice to the generality of the foregoing provision, every exemption, limitation, condition and right expressed or implied in these terms and conditions on the part of or in favour of the Company shall extend to protect every such employee, agent or independent contractor acting as aforesaid.

8. RESALE

8.1 If the purchaser shall sell any of the goods the purchaser must do so under the trade marks registered by the Company and the purchaser must ensure that such goods are sold upon terms and conditions that include terms identical to the provisions of these terms and conditions.

9. WAIVER / VARIATION

9.1 The Company shall not be deemed to have waived or varied any provision of these terms and conditions or any right or remedy which it may have under these terms and conditions or at law or in equity or otherwise unless the waiver or variation is in writing signed by the Company or an authorized person on its behalf. No waiver of a breach shall be deemed to be a waiver of any other breach or any further breach.

10. NOTICE

10.1 Any notice or other document required to be in writing by virtue of these terms and conditions shall only be effective on the part of the Company if signed by the General Manager of the Company.

11. APPLICABLE LAW

11.1 These terms and conditions and the relationship between the parties shall be governed by the laws of Egypt