

GENERAL TERMS & CONDITIONS FOR SALE (GTCS)

Preamble

The following terms and conditions shall apply to the contractual relationship between the supplier/company (referred to hereafter as the supplier ATI (Advancetech international) and the purchaser/customer (referred to hereafter as the customer); they shall also apply to any further deliveries made or services provided. These terms and conditions shall be applicable in respect of commercial entities but not in respect of consumers.

General Provisions	(1) Terms and conditions of the customer's which differ from ATI's terms and conditions and which have not been expressly accepted by ATI shall not bind the parties albeit that they may not have been expressly rejected by ATI. ATI's terms and conditions shall apply to the exclusion of all other terms and conditions. (2) This agreement is subject exclusively to U.A.E. law (in particular as regards the incorporation and interpretation of these terms and conditions and the conclusion and interpretation of legal transactions). (3) The validity of all remaining provisions shall not be affected in the event that individual provisions of these terms and conditions or any of its sections are void. The contractual parties shall be required to replace the void provision with a valid provision that matches the void provision's economic purpose, provided this does not cause any major change to the substance of the agreement. The same shall apply if circumstances which have not been expressly provided for in the agreement now require provision to be made for them. (4) The deemed place of performance for all duties arising directly or indirectly from this agreement, including the duty to pay, shall be ATI's place of business. (5) This agreement is subject to the exclusive jurisdiction of UAE.
Offers, scope of services and concluding the agreement	(1) Contractual offers made by ATI are subject to change. An agreement shall not be deemed to be concluded until ATI has provided written confirmation of the customer's order. (2) The company reserves the right to make constructional technical alterations as are usual in the trade to the scope of services offered (in particular as relates to design, choice of materials, specification and method of construction) provided this does not unreasonably prejudice the customer nor affect the fitness for purpose of the service provided. Further, the customer shall declare itself in agreement with other proposals for alteration made by ATI provided it is not unreasonable to expect the customer to do so. Improvements to the goods shall be deemed to be acceptable provided it is not unreasonable to expect the customer to accept them, taking into account ATI's interests. Documents on which the offer or order confirmation is based, such as images, drawings, dimensions and weight specifications, shall be deemed to be estimates only unless ATI expressly designates them as being binding. (3) All industrial property rights in quotes, drawings and other documentation shall be owned solely by ATI.
Set-off and withholding	The customer may not set-off or with hold funds unless the counterclaim has been accepted or it is undisputed or final judgment has been passed in relation to the counterclaim.
Delivery dates, delay, frustration	(1) Delivery dates are estimates only and shall not be binding. They shall be duly extended in the event of a customer delaying assistance or neglecting to provide assistance as required or agreed on the part of the customer. The same shall apply in respect of measures relating to industrial action, in particular strikes or lock-outs, and in the event of unforeseen difficulties that are not within the control of ATI, e.g. force majeure (fire, natural disasters), delays in delivery by suppliers, traffic congestion, lack of raw materials or a lack of power supply etc., notwithstanding ATI having duly taken precautionary measures against the occurrence of difficulties of this kind. Alterations requested by a customer to the goods supplied shall also result in the delivery date being duly extended. (2) Delivery in parts shall be permissible so long as it is not unreasonable to expect the customer to accept such delivery. Each part delivery made under a continuous supply agreement shall be deemed to be a separate delivery. (3) Delivery to the customer shall be subject to correct punctual supply being received by ATI. ATI will notify the customer of any delays.

Despatch and passing of risk	(1) Risk shall pass to the customer as soon as the delivery is passed to the person carrying out the transportation, or the delivery has left ATI warehouse for the purpose of being dispatched. Should dispatch be delayed for reasons for which ATI is not responsible, risk shall pass to the customer as soon as the customer receives notification of the delivery being ready for despatch. (2) ATI shall, at the customer's request, be obliged to arrange appropriate insurance cover at the customer's expense. (3) For CIF contracts the insurance coverage is available till Port of Destination only. If any additional coverage is required from Port /Airport to customer s warehouse that must be arranged by the customer and not covered by ATI. If any damage noticed in shipments, the goods must not be accepted from the respective Carrier without obtaining proper damaged goods certificate from Carrier. In absence of such certificate the Insurance claims, if any, will not be accepted by Insurance companies and in such events the risk responsibility will be that of Customer
Material defects and defects of title(warranty)	(1) ATI will be liable for defects in the goods delivered in accordance with the following provisions provided the customer has duly complied with its duties of inspection and complaint notification as set out in HSB (the complaint must be notified to ATI in writing). (2) The customer shall not have a right to claim for defects unless the defect is of a material nature. (3) Unless longer limitation periods are prescribed by law, the right to claim for defects shall be limited to a period of 12 months commencing at the time at which the goods are dispatched to the customer. (4) Any assurances or guarantees shall not be deemed to have been validly given unless expressly given in writing by ATI. (5) The deemed place of performance for subsequent performance shall be the customer's place of business, unless the law provides that it should be ATI's place of business. ATI may refuse to provide subsequent performance if the cost of subsequent performance has risen because the customer has taken the goods to a location the result of which is that subsequent performance would become unreasonable.

Retention of title	1) ATI shall retain title to the goods delivered until such a time as they have been paid for in full. This right of retention of title shall continue to apply until such a time as all duties, including any future or contingent duties, resulting from the business relationship between the customer and ATI have been performed.(2) The customer may resell, process or integrate the goods with others in the ordinary course of business, in which case the customer agrees to assign to ATI all claims and ancillary rights it may have in respect of such resale, processing or integration or on any other legal grounds (in particular as regards insurance or illicit acts) to the value of the final invoice amount (inclusive of value added tax). If the goods delivered are part owned by ATI as a result of ATI retaining title to the goods, such assignment of rights shall be in proportion to ATI's part ownership share. Should the contractual goods be resold in connection with a third party's goods that are not owned by the customer, the resulting claims shall be assigned to ATI in proportion of the final invoice amount of ATI's goods to the final invoice amount of the third party goods. The customer shall continue to be entitled to enforce such claims after they have been assigned, however this shall not affect ATI's right to enforce them itself. ATI agrees to refrain from enforcing any such claims for so long as the customer is able to service its payment obligations from payments received by it, the customer does not fall into arrears, no petition for commencement of insolvency proceedings is made and payment is not suspended. Should any of the aforementioned situations occur, however, the customer shall if requested disclose details of the claims and of the obligors, provide all the necessary details for enforcement of the claims, along with the relevant documentation, and notify the obligors (third parties) of the assignment. The aforementioned shall also apply in the event of a customer reselling, processing or integrating the contractual goods into others in breach of this agreement. (3) ATI's right to retain title to the goods shall also extend to the full value of any products resulting from the processing or integration of the contractual goods, whereby these processes shall be deemed to have been carried out for ATI so that. In the event that any contractual goods are processed or integrated in connection with other goods which are not owned by ATI, ATI shall acquire part ownership in proportion to the relevant objective values of these goods, in which case it is agreed that the customer shall take good care of the goods for ATI. (4) In the event of a breach of this agreement by the customer, in particular with respect to a delay in payment, ATI may take back the goods provided a deadline for payment as set by ATI has passed without payment having been received. ATI may enter onto the customer's business premises for this purpose. The mere taking back of goods shall not constitute a withdrawal by ATI from this agreement, unless a deadline for payment as set by ATI has passed without payment having been received and withdrawal from the agreement is expressly asserted by ATI. The cost of taking back goods (transportation costs, in particular) shall be borne by the customer. Further, ATI may prohibit the customer from selling on,processing, combining or integrating ATI into other goods any contractual goods that are subject to ATI's right of retention of title, and may revoke the customer's right to enforce its claims (see clause (2) above). (5) The securities to which ATI is entitled shall not be realized in so far as the estimated value of the securities exceeds the nominal value of the claims that are to be secured by 50%. The decision as to which securities have been released shall be at ATI's discretion. (6) Should the validity of ATI having retained title to goods be subject to special provisions or special formalities in the country of destination, it shall be the customer's responsibility to ensure that any such requirements are met.
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Software	(1) Software licence: Licenced software including subsequent new versions and components thereof and relevant documentation must only be used on the central processing unit on which it was initially installed. Software may only be copied for backup purposes provided the copyright notice from the original copy is included and provided it is copied for use on that central processing unit only. The customer shall protect the software from access by third parties. Persons exercising the customer's right to use the software on the customer's behalf shall not be deemed to be third parties. ATI shall retain all exploitation rights in relation to the software. Should a customer act in breach of these license provisions, ATI shall be entitled to terminate the license and to demand the return of the software and all components and copies thereof, provided a warning notice specifying a deadline as given by ATI has passed without remedial action having been taken. The customer shall be responsible for ensuring valid use of the software and, as applicable, its further distribution. The licence shall be deemed to have been granted on delivery of the software. The licence fee shall fall due at the same time. The terms and conditions governing the software shall be considered accepted when the customer accepts the software. Source programmes shall not be provided unless a special written agreement has been made in this respect. (2) Software warranty: The following provisions shall apply in addition to the provisions of these terms and conditions: (2.1) In line with the current technological status quo, software is never completely defect-free as regards its structure. In the case of major defects, instructions given for bypassing the consequences of the defect shall be deemed to constitute sufficient subsequent performance. (2.2) ATI does not warrant that the programme functions will be adequate for the customer's requirements or that they will work in the combination chosen by the customer. In line with the current technological status quo, no guarantee can be given in respect of the software's operation being uninterrupted or defect-free nor that all possible defects have been completely removed. (2.3) Liability for defects in respect of the replacement or loss of data resulting from a delivery of software shall be excluded from this agreement. The customer is obliged to secure its data accordingly. (2.4) Due to the particularities of the individual programmes, the scope of applicable liability for defects can not be notified to the customer in a legally binding manner in the offer or product description.
Letter of Intent and Order Cancellation	Cancellation not acceptable. Cancellation will be charged at 100% of the order value.
Warranty	Standard warranties - The products are warranted against defects in materials Or workmanship, warranty shall be repair or replace at sole discretion manufacturer for a period of 12 months for systems and instruments / products from date of dispatch & warranty terms as per manufacturer s standard terms & conditions will apply. The warranties beyond 12 months if specified are on chargeable basis. No Warranties are provided on Software. All details as per GTCS (www.advancetechinternational.com/attachments/gtcs.pdf)
Terms for warranty repair	In the event of goods required to be returned to factory for any repairs all transportation charges need to be paid by buyer
Export Controls	The goods are intended by user for their own use any diversion of goods must adhere to export control laws per original equipment manufacturer s country of origin. Resale of goods violating any export control law of UAE and country of origin will be sole responsibility of the buyer. Necessary end use statement and undertaking will be provided by buyer.

Specification	The equipment offered will be as per specifications given in the literature by the Manufacturer. However they reserve the right to modify the design during manufacturing, if in their opinion such modification is necessary for improvement or is in accordance with revised standards or methods.
Inspection	You will inspect the consignment immediately after its arrival at cargo. In case of shortage, breakage and material not confirming to your order, you will give a written notice to insurance company with a copy to us within 3 days. If not given the material shall be deemed to confirm with the order and terms and conditions of the contract.
Limitation to Liability	In no event we will be liable for any consequential loss or damage arising out of or connected with this contract in any way what so ever.
Arbitration	All disputes and differences arising out of order on this quotation, failing amicable settlement shall be referred to arbitration under Arbitration rules or any statutory modification there of for the time being in force and such arbitration shall take place in United Arab Emirates jurisdiction only.
Termination	In the event the Client fails to perform or breaches any of its obligations under the Contract, or fails to pay any sums due to ATI in accordance with the terms of payment, ATI shall have the right to terminate the Contract by giving written notice thereof to the Client without prejudice to any claim for any damages suffered by ATI due to termination.
Force Majeure	No liability shall attach us for non-performance or delayed execution of the order as a result of Force Majeure for this job. In such case you will be required to pay travelling and boarding expenses of the engineer for subsequent visits for installation.
(Unless otherwise changes proposed /accepted in writing by us, above will always apply.) www.advancetechinternational.com/attachments/gtcs.pdf are applicable for all sales	