



VIEWCOL STANDARD TERMS AND CONDITIONS

This document sets forth the terms and conditions of the agreement between buyer and Viewcol FZE ("Viewcol") for the purchase of Viewcol's products.

1. SCOPE. The terms and conditions set forth herein apply to all of Buyer's purchases of products from Viewcol pursuant to this contract. Viewcol expressly rejects and does not accept any inconsistent or additional terms set forth in writing by Buyer preceding or succeeding the date hereof except for a written agreement succeeding this document executed by an authorized representative of Viewcol. Viewcol's agreement to sell products to Buyer is expressly conditional upon Buyer's assent to the terms set forth herein.

2. DELIVERY. Delivery will be EX Works Viewcol's plant. Buyer shall pay all freight, insurance, packing and comparable charges relating to such delivery. Viewcol shall ship the products in Viewcol's standard shipping packages to buyer at Buyer's address set forth on Buyer's Purchase Order. Title and risk of loss to products purchased under this Agreement shall pass to Buyer upon delivery thereof to the carrier.

Shipping dates if any, set forth in Viewcol's Purchase Order Acknowledgement (Sales Order Confirmation) are approximate only and merely represent Viewcol's estimate of the time to make shipment. Viewcol shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer as a result of any delay in delivery for any reason other than arbitrary refusal by Viewcol to perform. Viewcol may deliver a product in installments. Buyer acknowledges and agrees that Viewcol's fulfillment of Buyer's order may vary by as much as 10% and Buyer agrees: (i) that any shipment of product within such range shall fulfill Buyer's purchase Order and (ii) Buyer shall pay based on the amount actually shipped.

3. ACCEPTANCE OF VIEWCOL'S PRODUCTS. Buyer shall inspect all products promptly upon receipt thereof at shipping destination and may reject any products which fail in any significant respect to meet Viewcol's current acceptance specifications or any specifications set forth in writing and signed by both parties in the purchase agreement between Viewcol and Buyer. Products not rejected by written notice, within fourteen (14) days of receipt shall be deemed to have been accepted. Buyer's rejection shall not be effective unless the rejected products are returned freight prepaid to a site designated by Viewcol in the original shipping cartons within ten (10) days of receipt. As promptly as possible, but not later than thirty (30) days after receipt of such rejected product, Viewcol shall determine if the product was not properly rejected. Viewcol shall either repair or replace, at its option and expense, properly rejected products and shall prepay transportation charges back to the Buyer. If the products were not properly rejected, Buyer shall pay transportation charges in both directions.

4. PAYMENT. Payment terms are cash in advance except where open account credit is established and maintained to the satisfaction of Viewcol, in which case payment terms are net thirty (30) days from date of shipment. The amount of credit or terms of payment may be changed or credit withdrawn by Viewcol at anytime and for any reason or no reason. Payment shall be made for the products without regard to whether Buyer has made or may make any inspection or use of the products. Any invoiced amount which is not paid when due will bear interest at the lower rate of one and a half percent per month or the highest rate then permitted by applicable law with respect to such obligation.

5. TAXES. Buyer shall bear all applicable taxes (such as sales, use, VAT and similar taxes); all customs duties, imports, and similar charges, and all personal property taxes assessable on products after delivery to the carrier at Viewcol's designated site. Unless Buyer provides Buyer's resale permit or certificate with its order, Buyer will be invoiced for the appropriate sales and use taxes.

6. SECURITY INTEREST. Viewcol retains a purchase money security interest in the products (and replacements) and all proceeds and products thereof until the full purchase price (including taxes and additional charges) has been paid.

7. LIMITED WARRANTY AND DISCLAIMER OF WARRANTIES. Viewcol warrants to Buyer for a period of sixty (60) days from the date of original shipment of Buyer that products delivered by Viewcol to Buyer pursuant to this Agreement shall substantially comply with Viewcol's product specification, except that Buyer shall have the exclusive responsibility for materials furnished by Buyer. Viewcol's obligation under this warranty is limited to replacing or repairing, at its option and expense, any product found by Viewcol to be defective. The procedure for returning defective products shall be the same as that for returning products set forth in Article 3 - "Acceptance". This limited warranty does not extend to any products that have been subject to misuse, accident or improper storage, installation or application, to products that have been altered or repaired, to any labour charged or property damage for physical removal or replacement of the defective product. This limited warranty is in lieu of all warranties, either express or implied, and excludes without limitation and implied

warranty of merchantability or fitness for a particular purpose or non infringement of any similar obligation on the part of Viewcol.

8. TERMINATION. a) Termination for Default. Failure to make any payment when due in accordance with the terms hereof shall constitute a default. Any other material breach of this contract by either party shall constitute a default if not cured within thirty (30) days after written notice of such breach is given. Upon default by either party, the other party may terminate this contract on ten (10) days of written notice. b) Termination for insolvency. Either party may terminate this contract immediately upon written notice if the other party is insolvent or made any assignment by operation of law or otherwise of this contract or any of its rights hereunder for the benefit of creditors.

9. BUYER CHANGES, TERMINATION AND DELAYS. a) order agreements pursuant to this quotation may be changed or terminated by the Buyer only with the specific approval of Viewcol and shall be subject to change or termination charges which shall include, among other things, compensation for specific expenses and commitments already incurred or made in connection with the orders and a reasonable allowance for overhead, general and administrative expense and profit, determined in accordance with Viewcol's standard accounting practices. A minimum of 10% cancellation fee will be applicable to orders cancelled after 48 hours. Changed orders may necessitate a revision in shipping dates. b) If the Buyer causes a delay in contract completion or requests that shipment be delayed, Viewcol shall have the right to submit an invoice for products after giving notice to the Buyer that the products are ready for shipment. Such invoices are due and payable thirty (30) days. Risk of loss shall pass to the Buyer on the date the ready-for-shipment notice is given, and the Buyer shall pay all necessary storage charges incurred thereafter. Viewcol shall be equitably compensated for any additional costs it may incur by reason of such delay.

10. LIMITATION OF LIABILITY. Any provision herein to the contrary notwithstanding, in no event shall Viewcol be liable for loss of profits, loss of use or indirect, incidental or consequential damages. In no event shall the liability of Viewcol arising in connection with any products sold hereunder or with the delivery, installation, use, repair or performance of the same (whether such liability arises from a claim based on contract, warranty tort or otherwise) exceed the actual amount paid by the buyer to Viewcol for the product or products delivered hereunder upon which the claim is based.

11. FORCE MAJURE. If the performance of this Agreement of any obligation hereunder (except payment of monies due) is prevented, restricted or interfered with by reason of fire or other casualty or accident; strike or labour disputes, inability to procure raw materials, power or supplies, war or other violence; any law, order, proclamation, regulation, ordinance, demand or requirement of any government agency or intergovernmental body, or any other act or condition whatsoever beyond the reasonable control of the parties hereto, the party so affected, upon giving notice to the other party, shall be excused from such performance to the extent of such prevention, restriction or interference.

12. MISCELLANEOUS. a) Governing Law. The contract shall be governed in all respects by the laws of the country of the seller. b) Expenses of Suit. If suit is commenced to enforce the performance of any obligation of a party hereto, the prevailing party shall be paid by the other party reasonable attorneys fees and expense. c) No Waiver. Failure on any occasion by either party to enforce any terms of this Agreement shall not prevent enforcement on any other occasion.

Viewcol FZE
Ajman Freezone
PO Box 400013
United Arab Emirates
Tel: +31 6 46335622
info@viewcol.com