

1. SCOPE OF APPLICATION

All products supplied and services offered by MBCC to the Customer shall be governed strictly and exclusively on the basis of these terms and conditions of sale. These terms and conditions super cede any terms and conditions stipulated by Customer irrespective of that stipulated on a Customer's order.

2. THE GOODS

Goods are defined as the subject matter of any order placed by the Customer and accepted by MBCC in writing.

3. PRODUCT QUALITY, SPECIMENS & SAMPLES

3.1 Unless otherwise specifically agreed between the parties in writing, the quality of the goods is determined strictly and exclusively in accordance with MBCCs product specifications, as updated by MBCC from time to time and which have been made available to the customer and further copies of which may be requested from MBCC at any time.

3.2 The description in respect of the properties and composition of specimens and samples are binding on MBCC only insofar as they have been specifically agreed in writing by MBCC to define the quality of goods.

3.3 MBCC does not warrant the suitability for any specific purpose of the goods, and in so far as permitted under the Consumer Protection Act, any product specifications or other information provided by MBCC shall not relieve the Customer of the need to conduct his own investigations and tests as to the suitability and application of the goods for any particular purpose and the Customer shall have no claim against MBCC if the goods are provided in accordance with the product specifications thereof but are not suitable for any particular purpose not specifically agreed to in writing by MBCC before the goods were supplied.

4. PRICE

The purchase price of any goods or services supplied or rendered by MBCC shall be the price reflected in the written quotation sent by MBCC to the Customer from which an order will be generated by the Customer and accepted by MBCC. MBCC quotations are valid for the period indicated thereon and upon expiry of the validity period. MBCC reserves the right to change its prices from time to time as it, in its discretion, deems fit.

5. ORDERS

- 5.1** Orders placed by the Customer for MBCC's goods or services, shall be made in writing to the nominated domicilium of MBCC.
- 5.2** Orders shall constitute offers to obtain MBCC's services at MBCC's prevailing fee and/or to purchase the goods in question at the prevailing prices of MBCC and shall be capable of acceptance by MBCC through the delivery of goods and/or provision of the services or by the written acceptance or confirmation of the order.
- 5.3** MBCC shall not accept orders that are not written.
- 5.4** In the event that MBCC makes delivery of the Product to the Customer in instalments, each instalment shall be deemed to be the subject of a separate contract and non- delivery or delay in delivery of any such instalment shall not affect the balance of the contract or entitle the Customer to cancel the contract.
- 5.5** When goods are delivered in accordance with 5.4 above, payments relating to separate deliveries shall be paid in advance and payment by the Customer shall not be postponed until such times as all the goods ordered have been delivered.
- 5.6** Should MBCC at its own election and with agreement from the Customer or at the Customer's request agree to engage a carrier to transport goods to the Customer, such carrier shall be the Customer's agent and MBCC shall engage the carrier on fair, just, and reasonable terms and conditions. The Customer indemnifies MBCC against all and any demands and/or claims and/or liability which may arise or be made against MBCC by the aforesaid carrier or which may be claimed by the Customer out of the transportation of the goods by the aforesaid carrier.
- 5.7** If the Customer fails to take delivery of the goods ordered due to a direct /indirect act/omission by the Customer, its employees or agents, then the risk in the goods shall immediately pass to the Customer and the Customer shall be liable to pay MBCC the reasonable costs of storing, insuring and the handling of goods, until delivery takes place.

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6. Payment

- 6.1** Payment in full is to be made in advance from date of MBCC's statement, unless specifically otherwise stated on an official MBCC tax invoice.
- 6.2** In all cases where the Customer uses a postal banking, electronic or similar service to effect payment, such services shall be deemed to be agent of the Customer
- 6.3** Should any amount not be paid by the Customer on the due date, then the whole amount in respect of all purchases by the Customer shall immediately become due, owing and payable irrespective of the dates when the goods were purchased and the Customer shall be liable to pay interest in respect of the amounts unpaid as at the due date at the compound rate of 2% above the prime rate (as defined in 6.4)
- 6.4** The term "prime rate" shall mean the prime overdraft lending rate charged by MBCC's bank as certified, in the event of a dispute, by any manager of such bank whose appointment and authority it shall not be necessary to prove and whose decision shall be final and binding.
- 6.5** The Customer shall not be entitled to claim set off or deduction in respect of any payment due by the Customer to MBCC for goods or services supplied.
- 6.6** MBCC may allocate all payments made by the Customer at the discretion of MBCC.

7. CREDIT FACILITIES

- 7.1** The Customer understands that MBCC'S decision to grant credit facilities to the Customer is at the sole discretion of MBCC.
- 7.2** MBCC reserves the right to withdraw any credit facilities at any time without prior notice, and the nature and extent of such facilities shall at all times be in MBCC'S sole discretion. In addition, MBCC may request that the Customer provide adequate security in respect of any credit facility.

8. OWNERSHIP & RISK

- 8.1** Notwithstanding that all risk in and to all goods sold by MBCC shall pass on delivery (as set forth in Article 9) and irrespective of whether MBCC may not be the distributor of the goods, ownership of all goods sold and delivered shall remain vested in MBCC until the purchase price has been paid in full. In the event of a breach of these terms and conditions by the Customer, or if the

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Customer is sequestrated or placed under liquidation or judicial management or commits any act of insolvency or enters into any compromise with its creditors or fails to satisfy a judgment granted against it within 7 days of the date of judgment or changes the structure of its ownership, MBCC shall be entitled to take possession of the goods without prejudice to any further rights vested in MBCC, and is hereby irrevocably authorized to enter upon the Customer's premises to take possession of such goods without an order of court.

8.2 Title; Risk of Loss. Unless otherwise provided in the Contract, title to and risk of loss of Product shall transfer to Buyer upon delivery to the carrier at Seller's shipping point; Buyer shall bear all risk of loss or damage in transit.

8.3 The Customer shall have no claim against MBCC for damages caused due to loss of profits or otherwise occasioned by the removal of goods from the Customer's premises as aforesaid notwithstanding that such removal was effected without an order of court.

8.4 Goods in possession of the Customer bearing MBCC's name, trademarks and labels, shall be deemed to be those for which payment has not yet been made, and should any breach of these terms occur, may be repossessed by MBCC as set forth in paragraph 8.1.

8.5 MBCC shall be entitled to identify its goods merely by way of packaging and for other distinguishing features. MBCC shall not be obliged to identify the goods by way of serial numbers or any other form of intricate identification.

8.6 In the event of Customer processing the goods before payment is made in full, MBCC shall be considered a manufacturer and shall directly acquire sole title to the newly produced product. If the processing involves other materials, MBCC shall acquire joint title to the newly produced product in the proportion to the value of the goods, as invoiced.

9. DELIVERY

9.1 Delivery shall be affected as specifically agreed between the parties in writing. General commercial terms shall be interpreted in accordance with the INCOTERMS in force on the date the agreement is concluded.

9.2 MBCC shall have the right to defer delivery under this Agreement or any other supply agreement entered into with the Customer if and for as long as the Customer fails to pay any invoice under one or more of the supply agreements entered into with MBCC when due.

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9.3 In the event that the Customer rejects delivery of the goods or services and the goods or services have been delivered on the date, time and location agreed upon, the goods are not damaged and there is no reasonable explanation for the rejection of delivery of the goods, MBCC may charge the Customer a reasonable cancellation fee.

10. DAMAGE IN TRANSIT

Notice of claims arising out of damage in transit must be lodged by Customer directly with the carrier within the notification period specified in the contract of carriage and MBCC shall be provided with a copy of the notice.

11. BUYER'S COMPLIANCE WITH LEGAL REQUIREMENTS

The Customer shall comply with all laws and regulations regarding import, transport, storage and use of the goods.

12. LIABILITY

12.1 MBCC shall not be liable to the Customer in any manner in the event of impossibility or delay of MBCC supply due to circumstances entirely beyond the control of MBCC, such as but not limited to those described in Clause 24 below, and where MBCC informed the Customer as soon as it became aware of impossibility or delay in the supply.

12.2 MBCC shall not be liable to the Customer for goods delivered in good order and thereafter damaged in the possession of the Customer due to improper care or storage, use or application, contrary to any instructions and/or warnings provided or available for the goods, or any other direct or indirect act or omission by the Customer, its employees or agents resulting in the goods being damaged or causing harm to any person or damage to any property.

12.3 MBCC shall not be liable for any harm caused by the goods to a third party if the harm caused to the third party is due to the Customer, its employees or agents providing inadequate instructions or warnings in respect of the goods to the third party.

12.4 seller's sole obligation and liability, and buyer's exclusive remedy, for any claim or liability in any way connected with or arising out of the contract or any product provided under the contract, whether based in tort (including negligence), contract, strict liability or any other legal theory, shall be for direct damages only and is expressly limited to, at seller's option, replacement, repair or rework, as applicable, of nonconforming product or payment in an amount not to exceed, in the aggregate, the purchase price of the specific product for which damages are claimed.

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12.5 Admixture Products. With respect to concrete admixture Products, Buyer shall provide, and agrees to be solely responsible for providing, a secondary containment system around/under the Product storage tanks designed to prevent migration of Product into environmental media. Buyer shall comply with all federal, provincial and local laws and regulations relating to secondary containment, and Buyer shall be solely responsible and liable for any failure to provide secondary containment around/under the Product storage tanks or any release of Product into the environment.

13. SECURITY

If there are reasonable doubts as to Customer's ability to pay, or if Customer is in default of its payment obligations, MBCC may, subject to further claims, revoke agreed credit periods and make further deliveries dependent on the provision of sufficient security by the Customer.

14. NEGOTIABLE INSTRUMENTS

Acceptance of any negotiable instrument by MBCC shall not be deemed to be a waiver of MBCC's rights under this agreement. In relation to a cheque furnished by the Customer, it waives its right to insist on notice of dishonor or protests being given to it in the event that the cheque is dishonored.

15. CUSTOMER'S RIGHTS REGARDING ALLEGEDLY DEFECTIVE GOODS

15.1 The Customer must notify MBCC in writing of any

15.1.1 Unsuitable goods within 2 (Two) days of delivery of the goods; or

15.1.2 Allegations of defective goods within 2 weeks of delivery of the goods or prior to the expiry of any durability dating provided thereon, whichever is earlier.

15.1.3 Claims for shortages must be received by seller in writing within Forty-Eight (48) Hours after delivery of products. Seller shall be given a reasonable opportunity to inspect any shipment claimed by buyer to contain a shortage.

15.2 If the goods are defective and the Customer has duly notified MBCC in writing in accordance with 16.1 above, then MBCC has the right to either remedy the defects, supply the Customer with replacement goods, without accepting any liability arising out of such defective good.

16. RETURNED GOODS

16.1 The goods sold by MBCC are only returnable, at MBCC's sole discretion or where the incorrect goods have been supplied, the goods are unsuitable for a purpose

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stated by the Customer in writing to MBCC and confirmed in writing by MBCC to the Customer, such an instance the following shall apply:

- 16.1.1 Unless alleged to be unsuitable or defective at time of use as contemplated in Clause 15 above, all goods returned must be complete, clean, sealed, undamaged and in their original packaging.
- 16.1.2 The value of credit or refund for any returned goods will be calculated as per original invoice.
- 16.1.3 MBCC must be notified of relevant, packing slip and batch numbers before any claim will be considered.

17. BREACH

Should the Customer fail to make any payment of any amount due on due date, or breach any of the other terms and conditions contained herein (all of which are deemed material) or commit an act of insolvency, or allow a judgment to be entered against it, or be provisionally or finally liquidated or sequestered, or in the opinion of MBCC has a cash flow problem or other financial or commercial difficulty which may in any way whatsoever negatively impact upon the ability of the Customer to comply with any of its current or future obligations in terms of this or any other contract of the Customer with MBCC, then MBCC without prejudice to and in addition to its other legal remedies shall be entitled to cancel this contract or any unfulfilled part thereof; or to claim payment of the full price or the balance thereof as the case may be, and failing such payment, MBCC is specifically authorized to repossess all unpaid for goods in the possession of the Customer.

18. LEGAL PROCEEDINGS

- 18.1 Regardless of the place of execution or performance under these terms and conditions or domicile of the Customer, these terms and conditions and all modifications and amendments hereof, shall be governed by and decided upon and constructed under and in accordance with the laws of Arab Republic of Egypt.
- 18.2 The Customer hereby submits to the jurisdiction of Magistrates Court, notwithstanding that the amount of MBCC's claim may exceed the jurisdiction of the Magistrates Court.
- 18.3 A certificate issued and signed by any member or manager of MBCC, whose authority need not be proved, in respect of any indebtedness of the Customer to MBCC or in respect of any other fact, including the fact that such goods were sold and delivered, shall be prima facie evidence of the Customer's indebtedness to MBCC and prima facie evidence of such other fact and prima facie evidence of the delivery of the goods.

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- 18.4 The Customer's physical address as given on the front page of this document shall be recognized as the Customer's address for receipt of notices and execution of legal documents for all purposes in terms of this agreement whether in respect of the serving of any court process, notices, the payment of any amount or communications of whatever nature. MBCC chooses its domicilium as -----.
- 18.5 All legal costs, including attorney/own client costs, tracing agent's fees and collection charges which may incur in taking any steps pursuant to any breach by the or enforcement of these terms and conditions.

19. ALTERNATIVE DISPUTE RESOLUTION

- 19.1 Where a statutory or accredited ombud has jurisdiction in terms of the Consumer Protection Act, all disputes falling under the jurisdiction of said ombud shall be referred to the ombud for a recommendation.
- 19.2 Where there is no ombud as contemplated in 19.1, and the dispute is one falling und MBCC and the Customer may agree to refer any dispute arising from or in connection with this agreement to arbitration, which arbitration shall be final and binding on both MBCC and the Customer and shall only be to Arbitration as contemplated in 19.3 to 19.6 below.
- 19.3 MBCC and the Customer may agree to refer any dispute arising from or in connection with this agreement to arbitration, which arbitration shall be final and binding on both MBCC and the Customer and shall only be subject to Review by the High Court if one of the established grounds for review exist and under no circumstances shall the arbitrator's decision be appealed to the High Court or any other body.
- 19.4 When MBCC and the Customer have agreed to refer the matter to arbitration in terms of 19.3 above, in the interests of a speedy and cost effective resolution of the dispute, a short form or expedited form of arbitration shall be adopted and the rules of the arbitration shall not require that any party prepare and file any documents in a form identical to or similar to that of Court pleadings and Heads of Argument. This informality shall not detract from the onus to commence and the burden of proof which shall follow the High Court practice in this respect.
- 19.5 The arbitrator must be a person agreed upon by the parties and shall at least hold a tertiary qualification in the technical field of the dispute, except where the dispute relates predominantly to the interpretation of this agreement or any law, regulation, or by-law, in which case the appointed arbitrator shall have at least 10 years practical experience as an attorney in private practice or as an advocate of the High Court.

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19.6 Failing the agreement on the appointment of an arbitrator or the rules of the arbitration, an arbitrator must be appointed by the Arbitration Foundation of Arab Republic of Egypt, who shall then finally resolve the dispute in accordance with the rules of the Arbitration Foundation of Arab Republic of Egypt.

20. CONTINUING COVERING SURETYSHIP

20.1 I, by my signature hereof (which appears below) do hereby bind myself in my private and individual capacity as surety for and co- principle debtor with the Customer in favor of MBCC for the due performance of any obligation of the Customer and for the payment to MBCC by the Customer of any amounts which may now or at any time be become owing to MBCC by the Customer.

20.2 I understand that my liability for amounts owing by the Customer to MBCC is not limited to any credit limit granted by MBCC to the Customer.

20.3 The amount which MBCC can claim from the suretyship shall not be limited by any credit granted by MBCC to the Customer. Should this credit limit be exceeded by the Customer for any reason whatsoever, the surety shall not be entitled to claim liability for the credit limit amount only.

20.4 I acknowledge and understand that as surety and co-principal debtor, I waive and renounce the benefits to which I may be entitled to arising from the legal exceptions including, but not limited to:

- a) Excussion - the right to require MBCC to proceed first against the Customer for payment of any debt owing to MBCC before proceeding against the surety.
- b) Cession of action - the right to require MBCC to cession of the action for payments of debts to the surety before any action against the surety may be taken.
- c) The benefit of simultaneous citation and division of debt the right of a co-surety to be liable only for his pro rata share of the principal debt.
- d) The right to an accounting from MBCC.

20.5 This suretyship is given as a continuing covering suretyship for the present and future obligations of the Customer to MBCC.

21. CESSION OF BOOK DEBTS

21.1 The Customer does hereby irrevocably cede, pledge, assign, transfer and make over unto and in favor of MBCC all of its rights, title, interest, claim and demand in and to all book debts of whatsoever nature and description and howsoever arising which the Customer may now and at any time hereafter have against all and any persons, companies, firms, partnerships, associations, syndicates and other legal persons whomsoever the Customers' debtors without exception as a continuing covering security for the payment due or at any time hereafter be or become owing by the Customer to MBCC.

21.2 Should it transpire that the Customer at any time has entered into prior deeds of cession or otherwise disposed of any of the right, title and interest in and to any of the debts which will from time to time be subject to this cession then this cession shall operate as a cession of all the Customer's reversionary rights.

21.3 Notwithstanding the terms of the foregoing cession, the Customer shall be entitled to institute action against any of its debtor provided that all sums of money which the Customer collects from its debtors shall be collected on MBCC's behalf, and provided further that MBCC shall at any time be entitled to terminate the Customer's right to collect such monies/debt.

21.4 The Customer shall be obligated to deliver all relevant information in documentation form or otherwise to MBCC upon demand to enable MBCC to claim monies owed to the Customer from third parties.

22. GENERAL

22.1 This contract represents the entire agreement between MBCC and the Customer and shall govern all future contractual relationships between MBCC and the Customer and shall also be applicable to all debts which the Customer may owe to MBCC prior to the Customer's signature hereto.

22.2 The Customer acknowledges that it is aware that MBCC'S dealers and sales persons have no authority to vary these terms and conditions of sale, and MBCC assumes no liability and shall not be bound by any statements, warranties or representations made by such dealers and or sales persons, save as expressly stated in writing and signed by a manager or a director of MBCC duly authorized thereto whose names are available on request.

22.3 No amendment and/or alteration and/or variation and/or deletion and/or addition and/or cancellation of these terms and conditions, shall be of any force or effect

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unless reduced to writing and signed by, the Customer, and a director of MBCC. No agreement purporting to obligate MBCC to sign a written agreement to amend, alter, vary, delete, add or cancel these terms and conditions, shall be of any force or effect, unless reduce to writing and signed by the Customer, and a director of MBCC.

- 22.4 The Customer acknowledges that no warranties, representations or guarantees have been made by MBCC or on behalf of MBCC which may have induced the Customer to sign this agreement.
- 22.5 No relaxation or indulgence which MBCC may give at any time in regard to the carrying out of the Customer's obligations in terms of any contract shall prejudice or be deemed to be a waiver of any of MBCC'S right in terms of this agreement.
- 22.6 The Customer shall not cede its rights nor assign its obligation in terms hereof without MBCC'S prior written consent thereto.
- 22.7 MBCC shall at any time in its sole discretion be entitled to cede all or any of its rights in terms of this application for credit facilities including all terms and conditions to any third party with prior notice to the Customer.
- 22.8 The Customer undertakes to notify MBCC in writing within a period of 7 (seven) days of any change of address, change in ownership, name change or any changes in information as set out in this agreement and shall likewise inform the Customer of any such changes affecting MBCC.
- 22.9 The headings in this document are included for convenience only and are not to be taken into account for the purpose of interpreting this agreement.
- 22.10 Each of the terms herein shall be a separate and divisible term and if any such term becomes unenforceable for any reason whatsoever, then the term shall be severable and shall not affect the validity of the other terms.
- 22.11 Provided that they do not conflict with any of the terms and conditions contained herein, such as general practices, terms and conditions applicable to the industry in which MBCC conducts business shall be applicable to all dealings between MBCC and the Customer

23. FORCE MAJEURE

To the extent any incident or circumstance beyond MBCC'S control (including natural occurrences, war, strikes, lock-outs, shortages of raw materials and energy, obstruction of transportation, breakdown of manufacturing equipment, fire, explosion, acts of Government), reduces the availability of goods from the plant from which MBCC receives the goods such that MBCC cannot fulfil its obligations under this agreement, and MBCC has informed the Customer accordingly and without delay, MBCC shall:

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- (i) Be relieved from its obligations under this agreement to the extent that MBCC is prevented from performing such obligations and
- (ii) Have no obligation to procure goods from other sources. If the aforementioned occurrences last for a period of more than 3 (three) months, MBCC is entitled to withdraw from the agreement without the Customer having any right to compensation.

24. DISCLOSURE OF PERSONAL INFORMATION

The Customer understands that the personal information given in the credit application form is to be used by MBCC for the purpose of assessing the Customer's credit worthiness. The Customer confirms that the information given is accurate and complete. The Customer further agrees to update the information supplied, in order to ensure the accuracy and completeness of the information given, failing which MBCC will not be **liable as a result of any inaccuracies or lack of completeness of information.**

25. NOTICES

25.1 Any notice or communication required or permitted to be given in terms of this agreement shall be valid and effective only if in writing and if received or deemed to be received by the addressee as stipulated in 26.2 and 26.3 below.

26. COMPLIANCE

In performing its obligations under this Agreement, the Customer undertakes to comply with all applicable laws and regulations (in particular, but not limited to, relating to antitrust and anti-corruption).

27. TERMINATION

This agreement shall commence on the day of last party signing and shall continue for indefinite period unless terminated by either party on two months written notice to the other.

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I, the undersigned do hereby warrant that all the information recorded in this application is true and correct and that I am duly authorized to sign on behalf of the applicant and I agree that all transactions concluded with MBCC shall be subject to the terms and conditions specified herein and agree to be bound by all such terms and conditions, and without limiting the generality thereof, especially clause 20 (the suretyship), insofar as the latter relates to the signatories.

THUS DONE AND SIGNED BY THE CUSTOMER AT

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ON THIS THE DAY OF 20

For and on behalf of the Customer, duly authorized hereto.

FULL NAME: _____ FULL NAME:

DESIGNATION: _____ DESIGNATION:

SIGNATURE: _____ SIGNATURE:

AS WITNESSES:

1. Full Name: _____ Signature:

2. Full Name: _____ Signature: