

Terms & Conditions

1 GENERAL

1.1 In these Conditions the following words have the meanings shown:

"Buyer" means the person, firm or company purchasing Goods and/or Services from ATI;

"Contract" means any agreement between ATI and the Buyer for the sale of Goods and/or provision of Services, incorporating these

Conditions;

"Goods" means goods agreed to be supplied by, under or in relation to Contract (including any goods supplied without charge);

"ATI" means Abrasive Technology Industries Co

"Personnel" means the employees, servants, directors, agents, consultants or other personnel of ATI or any of their subcontractors; and

"Services" means the services to be supplied by ATI under or in relation to the Contract (including any services supplied without charge).

1.2 Headings do not affect the interpretation of these Conditions.

2 MAKING THE CONTRACT

2.1 Any written quotation, estimate and/or advertised price for the Goods shall be an offer and no binding contract shall be created by placing an order on ATI's website or otherwise until ATI has sent an acceptance of order to the Buyer or (if earlier) ATI delivers the Goods to the Buyer, whereupon a Contract shall be formed. In the event that ATI has not provided an acknowledgement of order these Conditions, provided the Buyer shall have had prior notice of them, shall nonetheless apply to the Contract. Any order shall be accepted entirely at the discretion of ATI.

2.2 Any quotation made by ATI is given subject to these Conditions and is valid for 30 days from its date (or until any other date shown on the quotation), provided that ATI has not previously withdrawn it.

2.3 Unless agreed otherwise in writing, these Conditions shall be incorporated in the Contract to the exclusion of all other terms, conditions or other representations (including any terms and conditions which the Buyer may purport to apply under any order, confirmation of order, specification or other document whatsoever and whenever).

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2.4 These Conditions shall prevail unless expressly varied in writing and signed by an authorised person for and on behalf of ATI.

2.5 ATI reserves the right to modify these terms and conditions at any time. The modified terms and conditions will be disclosed to the Buyer in writing and shall be deemed to be accepted by the Buyer, if not refused by the Buyer in writing within fifteen days of its receipt. After becoming effective such modifications shall be applicable to all Goods and Services.

2.6 Any discrepancy in the delivery note or invoice, needs to be notified to ATI by Buyer within 48 hours from receipt of such delivery note or invoice.

3 DESCRIPTION OF GOODS AND SERVICES

3.1 The quantity, quality, description of and any specification for the Goods shall be as set out in ATI's acknowledgement of order or, in its absence, ATI's quotation.

3.2 All descriptive matter, specifications and advertising issued by ATI and any descriptions, details or illustrations contained in ATI's website, catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods or Services described in them and they will not form part of the Contract unless otherwise agreed in writing.

3.3 ATI reserves the right, without liability to the Buyer, to make any changes in the specification of the Goods and/or Services which are required to conform to any applicable national or international laws and regulations and/or safety requirements which do not materially affect the quality or performance of the Goods and/or Services.

3.4 No statement, description, information, warranty, condition or recommendation contained in any catalogue, price list, advertisement or communication or made verbally by any of the agents or employees of ATI shall be construed to vary in any way any of these Conditions under this Contract.

4 PRICE

4.1 Subject to Condition 4.2 below, the price payable for Goods and/or Services shall, unless otherwise stated by ATI in writing and agreed on its behalf by an authorised representative, be the price determined by ATI current at the date of delivery or deemed delivery and in the case of an order with partial delivery, the price payable for each delivery shall be ATI's current price list at the date of the delivery

4.2 Unless otherwise agreed in writing, ATI's prices for the Goods and/or Services may be subject to variation to take account of such variations in wages, materials or other costs of manufacture or supply since the date of ATI's quotation or if no quotation is issued the Buyer's order. ATI accordingly reserves the right at any time, by notifying the Buyer in writing to adjust the invoice price payable by the amount of any increase or decrease in such costs after the price

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is quoted by ATI or the Buyer's order without any liability on the part of ATI. The invoice so adjusted shall be payable as if it were the original Contract price.

4.3 All prices for the Goods and/or Services are exclusive of value added tax, other similar taxes and all other applicable duties. The Buyer shall be liable for all and any local taxes or charges as appropriate.

4.4 ATI shall invoice the Buyer for the price of the Goods and/or Services in the currency stated on the invoice

4.5 ATI has the right to invoice the Buyer for the costs of any packaging, transportation of the Goods or any additional costs resulting from any other alteration made by the Buyer on or at the time of delivery or upon notification by ATI that the Goods are awaiting collection. Any such additional costs shall be invoiced by ATI in the currency stated on the invoice

5 CARRIAGE AND INSURANCE

5.1 The price of the Goods shall be exclusive of carriage and insurance which shall be in accordance with the charges laid out in ATI's current price list.

5.2 The charges for carriage and insurance shall be payable by the Buyer and added to the price of the Goods.

6 ADDITIONAL COSTS

6.1 The Buyer agrees to pay for any loss or extra costs above the quoted price for the Goods which are directly or indirectly incurred by ATI through the Buyer's instructions or lack of instruction or through failure or delay in taking delivery or through any act or default on the part of the Buyer, its servants or agents.

6.2 Without prejudice to any other rights and remedies which ATI may have, if the Goods are submitted to ATI or its agent for repair, ATI shall have a general lien on the Goods in respect of all debts owed by the Buyer to ATI (including the costs of the repair), and if the Goods are not collected and paid for by the Buyer within the agreed payment terms of the Buyer being informed that the Goods are ready for collection, the Buyer agrees that ATI shall be entitled to dispose of the Goods as ATI thinks fit.

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7 TERMS OF PAYMENT

7.1 Unless agreed otherwise in writing by ATI, all payments due under any Contract shall be in the currency stipulated in the invoice and must be made by the Buyer within the agreed payment terms from the date of the invoice sent by ATI to the address provided by the Buyer. Time for payment shall be of the essence.

7.2 The Buyer shall not be entitled to exercise any set off, lien or any other similar right or claim unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by ATI to the Buyer. ATI may set off any claim of any kind whatsoever which the Buyer may have against ATI under the Contract or any other contract against any sum which would otherwise be due from the Buyer to ATI under the Contract or any other contract.

7.3 Notwithstanding any other provision all payments payable to ATI under the Contract shall become due immediately upon termination of the Contract for whatever reason.

7.4 If the Goods are partially delivered, ATI shall be entitled to invoice each delivery as and when delivery thereof has been made and payment shall be due in accordance with Condition 7.1 above in respect of each invoice.

7.5 Any failure by the Buyer to either pay any dues related to partial delivery in accordance with this Contract or failure to give delivery instructions in respect of any Goods shall cause the whole of the price for Goods already manufactured at the time of such a default, to become due forthwith without any notice.

7.6 Prompt payment shall be a condition precedent to future deliveries of the Goods or to repair under Condition 12.1 due under any Contract.

7.7 ATI is entitled to charge the Buyer a fee of 5% for each dishonoured cheque received in respect of any payment due from the Buyer and 5% for each direct debit payment due from the Buyer which is declined by the Buyer's bank.

7.8 ATI is entitled to charge and to be paid a fee at 10% per annum on any unpaid invoices and/or any other overdue payments due from the Buyer.

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8 DELIVERY AND ACCEPTANCE OF GOODS

8.1 ATI shall deliver the Goods to the location set out in the order form or as the parties may agree in writing at any time after ATI notifies the Buyer that the Goods are ready. Delivery of the Goods shall be completed on the Goods' arrival at the relevant location. The unloading of deliveries and packages at Buyer's premises is the responsibility of the Buyer.

8.2 The period for delivery shall be calculated from the date of the Contract or the date of receipt of all necessary information to enable ATI to manufacture or procure the manufacture of the Goods whichever shall be the later. If no period is stipulated by ATI, then delivery will be at such time after receipt of instructions from the Buyer as ATI thinks reasonable.

8.3 All times or dates given for delivery of the Goods are intended to be estimates only and time for delivery shall not be of the essence. ATI shall not be liable for any loss, costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by ATI's negligence).

8.4 If for any reason the Buyer does not accept delivery of the Goods in accordance with Condition 8.6, or ATI is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations, then the Goods will be deemed to have been delivered, risk passing to the Buyer (including for loss or damage caused by ATI's negligence) and ATI may at its sole discretion:

8.4.1 store the Goods until actual delivery and take all reasonable steps to safeguard and insure them at the cost of the Buyer, provided that the Buyer shall be immediately informed thereof; or

8.4.2 sell the Goods at the best price readily obtainable and (after deduction of all reasonable storage and selling expenses) charge the Buyer for any shortfall below the Contract price.

8.5 ATI shall have the right to make partial deliveries of goods and at such intervals as it may decide. Any defect in any such delivery shall not be a ground for cancellation of the remainder of the deliveries and the Buyer shall be bound to accept further deliveries thereof.

8.6 Without prejudice to the warranties in Condition 13 below, the Buyer will be deemed to have accepted the Goods as being in accordance with the Contract and no liability for non-delivery, late delivery, loss of or damage to the Goods occurring post delivery or for any claim that the Goods are not in accordance with the Contract will attach to ATI unless:

8.6.1 Within forty-eight hours after the Buyer has taken delivery of the Goods the Buyer has notified ATI in writing of any defect of other failure of the Goods to conform with the Contract (which would be apparent upon reasonable inspection and testing of the Goods within forty-eight hours); or

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8.6.2 the Buyer notifies ATI in writing of any defect or other failure of the Goods to conform with the Contract within a reasonable time where the effect or failure would not be so apparent within forty-eight hours of the date of delivery or collection, failing which the Buyer shall not be entitled to reject the Goods and ATI shall have no liability and the Buyer shall be bound to pay the Contract price as if the Goods has been delivered in accordance with the Contract.

8.7 In all cases where the Buyer notifies ATI of defects or shortages, ATI shall be afforded an opportunity to inspect the Goods (including when relevant by the Goods being returned to ATI at the Buyer's cost) before any use is made thereof or any alteration is made thereto by the Buyer.

8.8 All requests for proof of delivery must be made within a period of forty-eight hours following the date of the invoice.

9 RETURNS AND CANCELLATIONS

9.1 Subject to Condition 8.6 above, Goods supplied pursuant to the Contract cannot be returned without ATI's prior written authorisation, and subject to proof of purchase. Duly authorised returns:

9.1.1 shall be sent to the designated premises by ATI at the Buyer's expense;

9.1.2 may be subject to a handling and freight charge of the Goods payable by the Buyer; and

9.1.3 must be in the same condition as originally supplied to the Buyer.

9.2 The Buyer may not cancel an order of the Goods and/or Services including but without limitation to, any Goods and/or Services that involve special requirements of the Buyer once the order has been inputted onto ATI's ordering system, without the prior written consent of ATI and then only on terms stipulated by ATI in writing.

9.3 Non-Standard Goods cannot be cancelled after the Buyer's official confirmation has been received

9.4 Goods that are temperature sensitive, chemicals, or with a shelf life expiry date cannot be returned after delivery.

9.4 Returns up to thirty days from date of delivery can be accepted by ATI subject to all conditions under these Condition 9.

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10 BUYER'S RESPONSIBILITY

10.1 The selection of the Goods and/or Services suitable for the Buyer's purposes depends on a range of factors. These factors include, but are not limited to, on-site conditions or other circumstances of the proposed application of the Goods known only to the Buyer. The Buyer is solely responsible for satisfying itself that the data supplied to ATI on which information or recommendations made by ATI are based is correct and that any assumptions made by ATI to supplement that data are suitable for the Buyer's purposes.

10.2 Any advice, representation or recommendation given by ATI or its Personnel to the Buyer or its employees or agents as to the Goods and/or Services, their fitting or use, or as to the incorporation or compatibility of the Goods with other goods, is therefore followed or acted upon entirely at the Buyer's own risk and the Buyer acknowledges that it does not rely on and waives any claim for breach of any such representation. Accordingly, the Buyer must rely on its own judgement and if necessary seek expert advice in relation to the following:

10.2.1 the suitability and compatibility of the Goods for the intended use;

10.2.2 the training necessary for the Buyer and its employees;

10.2.3 the required level of ongoing maintenance for the Goods; and

10.2.4 the adequacy of the premises in which the Goods are to be used.

10.3 The Buyer acknowledges that it is responsible for ensuring it and its employees, agents, contractors and end-users of the Goods:

10.3.1 store, handle, use, construct, maintain, and repair the Goods at all times in accordance with good practice and in accordance with the applicable method statements and data sheets, as well as all other relevant safety, training, usage and maintenance instructions and guidelines supplied to the Buyer from time to time by ATI, its employees, agents or contractors;

10.3.2 receive the necessary training in respect of Goods supplied;

10.3.3 in connection with the hiring of the Goods or the Goods being otherwise used by third parties, that the Goods are supplied in the original packaging including all method statements, data sheets, labelling and warnings as are supplied with the Goods by ATI;

10.3.4 use the Goods with the recommended safety equipment in accordance with all applicable method statements and data sheets, and other relevant Company safety, training, usage and maintenance instructions and guidelines supplied from time to time.

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11. LIMITATION OF LIABILITY

11.1 The Buyer agrees that the provisions of Conditions 13 and this Condition 15 set out the entire financial liability of ATI (including for the acts and omissions of its employees, agents and sub-contractors) to the Buyer and the exclusive remedies of the Buyer against ATI in respect of:

11.1.1 any breach of these conditions; and

11.1.2 any use made by the Buyer of any of the Goods.

11.2 ATI shall not be liable to the Buyer for any economic loss of whatever nature (direct or indirect), including without limitation loss of anticipated profits, loss of actual profits (direct or indirect) loss of turnover or revenue, loss of business, loss of production or opportunity, loss of data, depletion of goodwill or otherwise.

11.3 ATI shall not be liable for any indirect, special or consequential loss or damage howsoever arising.

11.4 Notwithstanding any other provision contained in these Conditions, ATI does not in any manner whatsoever exclude or limit its liability if and to the extent that such liability:

11.4.1 arises out of the fraud or fraudulent misrepresentation of ATI; or

11.4.2 is in respect of death or personal injury caused by negligence of ATI; or

11.4.3 cannot be legally excluded or limited.

11.4.4 The total aggregate liability of ATI arising out of or in connection with performance or contemplated performance of the Contract, whether for negligence or breach of contract or any case whatsoever, shall in no event exceed one hundred per cent (100%) of the amounts actually paid by the Buyer to ATI under the Contract.

12 TERMINATION

12.1 Without prejudice to any rights that have accrued under the Contract or any other rights or remedies, ATI may immediately suspend performance of the Contract, cancel any outstanding delivery of Goods and/or the supply of Services, stop any Goods in transit or by notice in writing to the Buyer terminate the Contract without liability to ATI in the event that:

12.1.1 the Buyer fails to pay any sum payable under the Contract, or any other agreement between the Buyer and ATI within the agreed payment terms; or

12.1.2 the Buyer commits a material breach of any of its obligations under the Contract which is incapable of remedy; or

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12.1.3 the Buyer commits a material breach of its obligations under the Contract which is capable of remedy and fails to remedy or persists in such breach after Seven days of having been required in writing to remedy or desist.

12.2 The parties acknowledge and agree that a court order shall not be required to give effect to any termination of the Contract in accordance with its terms and these Conditions.

13 INTELLECTUAL PROPERTY

13.1 Any intellectual property created by ATI in the course of the performance of the Contract or otherwise in the design, manufacture or supply of or otherwise in relation to the Goods or the provision of the Services shall remain the property of ATI. Nothing in these Conditions shall be deemed to have given the Buyer a licence or any other right to use any of the intellectual property of ATI.

13.2 All logos, trade name or trademarks ('Marks') owned or used by ATI in the course of its business are the property of ATI. ATI reserves all intellectual property rights in relation to the use of such Marks. The Buyer may not use, or permit the use of, such Marks or any similar Marks without the prior written permission of ATI.

14 FORCE MAJEURE

14.1 ATI shall not be in breach of the Contract or otherwise be liable for any failure or delay to deliver the Goods and/or supply the Services arising from circumstances outside ATI's reasonable control including, but not limited to, acts of God, governmental actions or regulations, national emergency, acts of terrorism, protests, riot, civil commotion, strikes, lock-outs, other labor disputes (whether or not relating to either party's workforce), accidents, war, fire, explosion, flood, epidemic, reduction in or unavailability of power at manufacturing plant, breakdown of plant or machinery, shortage or unavailability of raw materials from normal source of supply, or restraints or delays affecting carriers.

14.2 Should ATI be prevented from delivering the Goods or supplying the Services in the circumstances at Condition

14.3, it shall be entitled to delay or cancel the supply of the Services or cancel delivery or to reduce the amount of the Goods delivered.

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شركة مصانع تكنولوجيا المواد الكاشطة
ABRASIVE TECHNOLOGY INDUSTRIES, CO.
C. R. 2050061362

15 NOTICES

15.1 Any notice required to be served under the Contract shall be served on ATI at its registered offices or such other address as ATI may from time to time notify to the Buyer and on the Buyer at the address notified to ATI in its registration application by personal delivery, an internationally recognized courier service or by email. The Buyer is responsible for notifying ATI in writing of any change of address, email address from those in the Buyer's registration application

16 LAW & JURISDICTION

16.1 The Contract and any issues, disputes or claims arising out of or in connection with it (whether contractual or non-contractual in nature such as claims in tort, from breach of statute regulation or otherwise) shall be governed by, and construed in accordance with the laws of the Kingdom of Saudi Arabia.

16.2 All disputes or claims arising out of or in relation to the Contract shall be subject to the exclusive jurisdiction of the court of the relevant emirate courts to which the parties irrevocably submit.

Authorization

ATI representatives are not authorized to modify these terms and conditions.

Notes

Should you have any queries about the above terms and conditions, please contact ATI customer support at customersupport@ati-gulf.com