

## **General Terms and Conditions for the Delivery of Goods and Services of**

### **Endress+Hauser (Egypt) LLC in Egypt**

#### **1 Scope**

All deliveries of goods and products (jointly "Goods") and contractual services ("Services") of Endress+Hauser companies in Egypt shall be governed solely by these GTC unless differing conditions are agreed upon in writing.

**In addition to these GTC, special terms may apply if agreed upon in writing (as e.g. special terms for software or special services).**

We may amend these GTC at any time with effect for the future without any obligation for a prior notification. The valid issue of the GTC is always published on our homepage:

[www.easc.endress.com/en/gtc-ii-eas](http://www.easc.endress.com/en/gtc-ii-eas)

The customer's terms and conditions of business are valid only to the extent that we confirm them in writing.

Notifications by fax or e-mail qualify as written form under these GTC.

#### **2 Offers and Contracts**

Our offers revocable and are no more binding after the expiration date mentioned on our offer according to the applicable trading practices in Egypt; however, specific binding and irrevocability will be applied to our offers presented to governmental entities according to the applicable tenders law in Egypt.

The customer remains bound to his orders of Goods or Services for 15 days, calculated from the date of the order's arrival at our place of business.

Contracts covered by these GTC do not come into force until we confirm the order in writing.

Technical data, illustrations, drawings, weights and dimensions accompanying the offer are not binding except we have confirmed this in writing.

We reserve the right to make technical changes with a written notice to the client.

#### **3 Delivery**

##### **3.1 Deadline**

Unless a delivery deadline is agreed upon in writing ("Agreed Upon Delivery Deadline"), delivery deadlines and dates, as well as delivery delays we report, are only estimates without legal force. Correspondingly, with the reservation of Force Majeure according to Section 12 below, delays in

delivery do not result in any rights to cancel the contract or to claim any other right to alter the legal relationship or to claim damages or penalties.

The Agreed Upon Delivery Deadline begins, at the earliest, when the order confirmation is sent, but not before all details concerning the execution of the contract are clear and all documents and authorizations to be supplied by the customer, as well as any agreed upon advanced payment have been received. An Agreed Upon Delivery Deadline is fulfilled when the Goods or Services are offered or delivered in time (see Section 4).

A customer's modification request is only valid if accepted by us in writing. In any case it extends the delivery deadline until we have evaluated its feasibility and for the period of time necessary to manage the amended instructions.

### 3.2 Delayed Delivery

If an Agreed Upon Delivery Deadline cannot be met for reasons that are not our fault, we have the right to store the Goods at the customer's risk and expense. If the Customer fails to accept or fails to take delivery of the Goods within 10 Working Days of the Supplier notifying the Customer that the Goods are ready, or if he refuses, or prevents or in any other way obstructs the delivery of Goods or Services, then except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:

- delivery of the Goods shall be deemed to have been completed on the 10th Working Day following the day on which the Supplier notified the Customer that the Goods were ready and the Supplier shall be entitled to raise an invoice in respect of the Goods deemed delivered; and/or
- the Supplier shall store the Goods until delivery takes place but for a limited time described below, and charge the Customer for all related costs and expenses (including insurance).

The Supplier is storing the Goods in his premises (or third party's premises) without cost for the Customer for a period of 10 Working Days starting from the day the Supplier is notifying the Customer that the Goods are ready for delivery. Starting from the 11th working day, cost of storage and related expenses are becoming immediately due will be notified to the customer and has to be paid to enable the delivery of the Goods,

If 20 Working Days after the Supplier notified the Customer that the Goods were ready for delivery and the Customer has not accepted delivery of them, or has not given the necessary information to deliver properly, or has not entered in contact with us to proceed, or has not proceeded with the required payments to enable delivery of the Goods,

we are, after a final reminder, at our own discretion entitled to either withdraw from the contract and we may resell or otherwise dispose of part or all of the Goods and deducting actual storage and selling costs of the Goods from any advance payment received before as it will be considered as compensation for shipment, storage and all generated expenses directly or indirectly related.

### 3.3 Partial Deliveries

We have the right to make reasonable partial deliveries except if it is prohibited in written.

#### **4 Shipment and Assumption of Risk**

As a rule, delivery takes place based on the terms of delivery agreed upon and defined in the order confirmation (particularly INCOTERM).

Unless specific terms and conditions of delivery have been agreed and confirmed by us, the customer assumes risk and the delivery takes place as soon as we have turned the Goods over to the carrier, or, should shipment be delayed for reasons that are not our fault, as soon as we have notified the customer that the Goods are ready to ship.

#### **5 Prices**

Unless other terms have been agreed upon in writing, prices are understood by default to be valid from our distributing warehouse, and in particular include neither packaging, transport costs, insurance, spare and wear parts, nor the applicable value added tax.

#### **6 Payments**

Unless other terms have been agreed upon in writing, the due amounts have to be paid as per our payment terms from the date of notification of goods availability in our warehouse ready for delivery.

If no payment is made by the period mentioned in our payment terms (value date of the full amount credited to our account), the customer is automatically in default of payment. Default of payment has the following consequences:

- The customer must pay 0.5% of the contract value per completed week of delay with a maximum limited to 5% of the contract value; this to cover the costs of storage. In addition, the customer must reimburse us for all expenses associated with the default of payment, e.g., expenses for notification and legal expenses.
- We may require payment in advance or bank guarantee before further performance. This term also applies when there is no default of payment, but when justified doubt in the customer's ability to pay exists.
- Upon written notice we may withdraw from the concerned as well as from all not-yet-performed individual transactions and claim indemnification.
- All not-yet-due invoices for deliveries from which we have not withdrawn become due immediately, even when the default in payment does not apply to other contracts with the customer unless other terms has been agreed upon in writing by both parties.

The customer must not set off any amounts due for payment to us unless accepted by us in writing.

#### **7 Retention of Title**

The Goods remain our property until the price and all costs associated with the delivery have been paid in full.

We are authorized and empowered to register retention of title with the competent agency in the applicable location at any time. Upon request, the customer must assist in the registration process.

The customer must ensure that the delivered Goods are maintained and appropriately insured for the duration of the retention of title period.

## **8 Warranty**

### **8.1 Subject and Period**

We warrant goods delivered for a period of 12 months ("Warranty Period"). This Warranty period is starting from the date of notification of goods availability in our warehouse ready for delivery; we warrant that the Goods are free from substantial defects in design, material and workmanship;

We do not warrant the appropriateness of our Goods or Services for a specific application or purpose.

### **8.2 Inspection, Notification of Defects and Acceptance of the Goods and Services**

It is the customer's duty to inspect the delivered Goods or Services for substantial defects, completeness and correctness immediately after delivery. The customer must immediately notify us in writing and in details of any obvious defects, but not later than 8 days after delivery. The customer must notify us of hidden defects in writing and in detail immediately after their discovery, but within the Warranty Period. Any failure to give notice in due time and due form results in an approval of the Goods or Services.

With the approval of the Goods or Services or with the expiration of the Warranty Period all of the customer's warranty rights expire.

The terms of this Section apply also to all other customer complaints, as e.g. incorrect delivery, quantity variance, and all other complaints about Goods or Services provided by us.

### **8.3 Warranty of Goods**

Any warranty and liability for defects is subject to the customer having fully complied with his contractual obligations and the requirements of Section 8.2.

We are responsible only for those defects that already existed at the time at which the customer assumed risk.

The customer must return at our facility in Egypt at his own expense the rejected Goods, in the original or equivalent packaging, mandatorily accompanied with a Declaration of Decontamination completed, for testing of the claimed defect. (For decontamination see Section 14 below).

Should the complaint be justified, we reimburse the customer for the shipping and transportation expenses.

We may repair defective Goods or replace it if not repairable. Any price reduction and redhibitory action, as well as any claims for direct and indirect damages are excluded to the extent allowed by applicable law.

The warranty becomes null and void immediately when the defect arises because the Customer failed to follow the Supplier's instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice,

Or when the defect arises as a result of fair wear and tear, willful damage, negligence, or abnormal working conditions,

Or when the Customer has failed to make payment in full for the Goods.

#### 8.4 Service Warranty

Unless other terms have been agreed upon in writing, we warrant for a period of 6 months starting from the date of the signed service report, the quality of the service provided by Service Engineers of Endress + Hauser (Egypt) LLC (including device configuration, repair of the products, component integration, calibration and product modification).

Any warranty and liability for Services is subject to the customer having fully complied with his contractual obligations and the requirements of Section 8.2 as well as to the customer's full co-operation with us in all matters relating to Services as particularly but not limited to providing the necessary access to premises and facilities, providing the relevant information and materials and obtaining and maintaining all necessary licenses and permissions.

We provide Services in accordance with the service specifications agreed upon with the customer. We are entitled to subcontract these Services to third parties (subcontractors).

For Internet-based Services, the continuous availability of such Services and any data involved may not be guaranteed.

## 9 Liability

Any liability is subject to the customer having properly fulfilled his obligations under Section 8.2.

As a rule, our liability is limited to the value of the Goods or Services from which the claim arises. Any liability for indirect and consequential damages is excluded as well as in cases of Force Majeure (see Section 12).

In the event of loss or damage of customer's data or programs, our liability is limited to the typical costs and efforts of recovery, which are necessary if appropriate and regularly backups had been made by the customer.

In cases of gross negligence and willful misconduct our liability is determined in accordance with the applicable law.

Prior to the dispatch, should the customer withdraw from the contract (purport order modification or cancellation) or, for his part, not fulfill the contract, from the date of purchase order coming into force and for reasons not attributed to us, modification or cancellation will be accepted only if:

- made in writing by the Buyer and communicated to the Seller
- accepted by the Seller

After acceptance from the Seller, the following fees of cancellation and/or modification will be applied:

- Within 0 to 5 Working Days (WD): no fees
- Within 6 to 9 WD: 10% of the selling price
- Within 10 to 15 WD: 50% of the selling price
- Within 16 to 19 WD: 75% of the selling price
- More than 19 WD: 100% of the selling price

The timeframe above doesn't apply if the order includes customized Goods as per customer specific specifications such as length or non-standard options / configurations / fabrication, cancellation fees will be immediately 100% of the selling price from first day after date of purchase order

After dispatch, The Seller is under no obligation to issue credit on returned goods if they were correctly supplied.

Credit will not be issued for an instrument that is older than 1 month.

All returned Goods are subject to a restocking fee applied to the buyer.

**Cancellation & Suspension of Services:** If the Buyer chooses to cancel and/or suspend any service(s) with less than forty eight (48) hours notice, in writing, a cancellation penalty equal to four (4) hours on-site labor , at the Sellers published rates, plus any incurred expenses will be paid by the Buyer.

**Cancellation & Suspension of Training Services.** The Buyer may choose to cancel their registration up to fourteen (14) working days prior to the start of the course without incurring a cancellation charge. If the Buyer chooses to cancel their registration with less than fourteen (14) calendar days prior to the start of the course a fifty (50%) percent cancellation charge will apply. If the Buyer chooses to cancel their registration with less than five (5) working days prior to the start of the course a one hundred (100%) percent cancellation charge will apply. Substitutions are accepted until the first day of class.

In all cases, the Customer must notify the Supplier in writing, and the Supplier must acknowledge receipt and accept in writing the Cancellation and/or the Suspension to be valid.

## **10 Compliance**

### **10.1 Anti-Bribery and Anti-Corruption**

We comply with all applicable laws and regulations relating to anti-bribery and anti-corruption.

Customer shall comply with such laws and regulations as well and undertake all necessary actions to do so.

## 10.2 Import and Export Control Regulations

We comply with all applicable laws and regulations relating to import and export control.

Customer shall comply with such laws and regulations as well and undertake all necessary actions to do so.

## 10.3 Indemnification

Customer shall indemnify and hold us harmless against all damages, costs and expenses arising from any violation, alleged violation, or failure to comply with above mentioned laws and regulations by customer or any person for whom customer may be responsible.

## 11 Data Privacy

We fully comply with the applicable regulations in the field of data privacy. The customer is aware of and agrees with the automated transfer, use, storage and evaluation of personal data in the course of the contractually agreed purpose.

If required for reasons concerning data privacy rights, the customer will upon our request sign an appropriate, written declaration of consent for the organizational and technical protective measures under the terms of the applicable data privacy laws. At any rate, we shall only use the transferred personal data in order to fulfill our contractual obligations as well as anonymously for evaluations and quality assurance measures.

## 12 Force Majeure

Events that are beyond our reasonable control including but not limited to strikes, lock-outs or other industrial disputes (whether involving our workforce or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, difficulties in obtaining authorizations, in particular import and export licenses, accident, breakdown of plant or machinery, energy shortage, fire, flood, storm or default of suppliers or subcontractors that prevent delivery of the Goods or Services at the agreed upon date ("Force Majeure"), extend the delivery deadlines for the duration of the Force Majeure and its impact. The customer will be notified of this delay in delivery.

After having notified the customer of the reason for the delay, we may at any time withdraw from the contract.

Should delivery be delayed for at least 3 months past the original delivery date and the customer can in good faith not be expected to take delivery, the customer may withdraw from the contract.

## 13 Resale; Rights to the Documents

The customer shall resell the Goods only together with the original documentation.

We and/or our licensor retain all proprietary and intellectual property rights to documents, drawings, models, cost estimates, electronical data, and similar items ("Documents") we provide the customer in connection with the delivery of Goods or Services. These Documents must not be made available to third parties unless such permission is evident based on the particular purpose of the contract between us and the customer.

#### **14 Decontamination of Returned Goods**

We may only accept returned Goods if our decontamination instructions are strictly complied with. The Declaration of Decontamination form, available in our Operating Instructions or on demand through our Service Department, has to be completed signed and joined with the Goods.

In default of such compliance we reserve the right to resend the Goods at the customer's expense without performing any inspection, expertise, test, analysis or repair and without liability.

#### **15 Final Provisions**

Should individual provisions of these GTC be completely or partially invalid, the remaining conditions remain valid. The place of fulfillment for deliveries is our distributing warehouse, for payments the place of business of the contracting Endress+Hauser company.

#### **16 Governing Law and Jurisdiction**

These GTC and any dispute or claim arising out of or in connection with it or its subject matter or formation (including no-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Egypt.

The client irrevocably agree that the courts of Egypt shall have non-exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or to subject matter or formation (including non-contractual disputes or claims)

However, we reserve the right to sue the customer's place of business.

#### **17 Original Language / Translation**

This is the original English document which is published on our homepage:  
([www.easc.endress.com/en/gtc-ii-eas](http://www.easc.endress.com/en/gtc-ii-eas)).

In case of any discrepancies between the English and the Arabic version the English original shall prevail.