

ANIXTER MIDDLE EAST FZE
General Conditions of Sale

The Purchaser's attention is in particular drawn to the provisions of Condition 11

1. DEFINITIONS

"Conditions" means these General Conditions of Sale.

"Company" means Anixter Middle East FZE or the Anixter entity otherwise identified on the face of this document.

"Purchaser" means the person, firm or company to be supplied with the Goods and Services by the Company.

"Goods" means the goods, materials and/or other items to be supplied pursuant to the Contract.

"Services" means the services to be supplied pursuant to the Contract.

"Contract" means the contract for sale and purchase of the Goods and supply of the Services made between the Company and the Purchaser to which these Conditions apply.

2. SCOPE

These Conditions apply to all sales of Goods and supplies of Services by the Company and shall prevail over any terms or conditions referred to in the Purchaser's order or in correspondence or elsewhere unless specifically agreed to in writing by the Company and expressed to form part of the Contract and any conditions or stipulations to the contrary are hereby excluded or extinguished.

3. QUOTATION

A price quotation by the Company does not constitute an offer and the Company reserves the right to withdraw or amend the same at any time prior to the Company's acceptance of the Purchaser's order.

4. PRICES

4.1. Unless the prices quoted are stated to be fixed the prices payable for the Goods or Services shall be those charged by the Company at the time of despatch or supply of the Services so that the Company shall have the right at any time to revise quoted prices to take account of increases in cost including (without limitation) costs of raw materials or labour and any variation in exchange rates.

4.2. Quoted prices for the Goods are "ex-works" and exclusive of any sales tax and other duty levy or tax assessed against or applicable to the Goods or Services by any government or other authority.

5. TERMS OF PAYMENT

5.1. Subject to Condition 5.5 below payment of invoices shall, unless otherwise agreed in writing, be made in full without any deduction or set off within 30 days of the date of any invoice.

5.2. Any extension of credit allowed to the Purchaser may be changed or withdrawn at any time.

5.3. The Company may claim interest on any late payment at a rate of up to 2% per annum above the base rate of HSBC Bank Middle East Limited, to be applied to the due amount from the date that payment of such amount became due until the date of receipt of actual payment.

5.4. If in the opinion of the Company the creditworthiness of the Purchaser shall have deteriorated prior to the delivery the Company may require full or partial payment of the price prior to delivery or the provision of security for payment by the Purchaser in a form acceptable to the Company.

5.5. Unless otherwise agreed in writing the price of the goods shall be secured by an irrevocable letter of credit satisfactory to the Company established by the Purchaser in favour of the Company immediately upon receipt of the Company's acceptance of the Purchaser's order and confirmed by a bank acceptable to the

Company. The letter of credit shall be for the Contract price inclusive of any tax or duty payable by the Purchaser and shall be valid for the period specified by the Company. The Company shall be entitled to payment on presentation to such bank of the documents specified by the Company and any other documents required by the relevant bank.

6. DELIVERY

6.1. Delivery or performance dates mentioned in any quotation or acceptance form or elsewhere are approximate only and not of any contractual effect, and time for delivery shall not be made of the essence by notice. The Company shall not be under any liability to the Purchaser in respect of any delay in delivery howsoever arising.

6.2. In the event of the Purchaser returning or failing to accept any delivery of the Goods in accordance with the Contract the Company shall be entitled at its option to invoice the Purchaser for such Goods and either to deliver and invoice the Purchaser for the balance of Goods then remaining undelivered or to suspend or cancel further deliveries under the Contract. The Company shall be entitled to store at the risk of the Purchaser any Goods which the Purchaser refuses or fails to accept and the Purchaser shall in addition to the invoice price pay all costs of such storage and any additional costs or carriage incurred as a result of such refusal or failure. The Company shall be entitled after the expiration of 3 months from the date upon which the price became payable to dispose of any such Goods in such manner as the Company may determine.

6.3. Unless otherwise specified delivery shall be "ex-works" so that the Goods shall be deemed to have been delivered and the risk therein to have passed to the Purchaser upon the Company notifying the Purchaser that the Goods are available for collection.

6.4. In any case where Goods are sold CIF or FOB or on the basis of any other international trade term the meaning of such terms contained in the latest Incoterms shall apply as if expressly incorporated herein except insofar as any part of the same may be inconsistent with any of the provisions contained in these Conditions.

6.5. Unless otherwise expressly agreed the Company may effect delivery in one or more instalments. Where delivery is effected by instalments each instalment shall be treated as a separate contract.

6.6. If the Contract involves more than one delivery and any default is made in payment the Company shall have the right to suspend all or any further deliveries pending payment or to terminate the Contract in its entirety by notice in writing to the Purchaser.

7. EXPORT

The Purchaser represents and warrants that it has not violated, is not in violation of and will not violate U.S., E.U., or other applicable local country export-related laws with respect to the Goods.

8. TITLE

8.1. The Goods shall remain the sole and absolute property of the Company as legal owner until such time as the Company has received in cleared funds all sums due to it in respect of: (a) the Goods, and (b) all other sums which are or which become due to the Company from the Purchaser on any account.

8.2. Until such payment the Purchaser shall be in possession of the Goods solely on behalf of the Company and the Purchaser shall

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store the goods in such a way as to enable them to be identified as the property of the Company.

8.3. The Company reserves the immediate right of re-possession of any Goods to which it has retained title as aforesaid and thereafter to re-sell the same and for this purpose the Purchaser hereby grants an irrevocable right and licence to the Company's employees and agents to enter upon all or any of its premises with or without vehicles during normal business hours. The right shall continue to subsist notwithstanding the termination of the Contract for any reason and is without prejudice to any accrued right of the Company.

8.4. The Purchaser agrees immediately upon being so requested by the Company to assign to the Company all rights and claims which the Purchaser may have against its customers arising from sub-sales of Goods until payment is made in full and to use all reasonable endeavours to obtain any relevant customer's consent to such assignment.

8.5. Notwithstanding the foregoing provisions of this Condition 8 the Purchaser shall be entitled to use the Goods in the ordinary course of its business, provided that this does not diminish their value and that it accounts to the Company for any revenue received in connection with such use.

9. VARIATIONS

The Company shall be deemed to have fulfilled its contractual obligations in respect of any delivery though the quantity may be up to ten per cent more or less than the quantity specified in the Contract and in such event the Purchaser shall pay for the actual quantity delivered.

10. SPECIFICATIONS BY THE PURCHASER

The Purchaser shall indemnify and keep indemnified the Company against all claims, costs, damages and expenses incurred by the Company, or for which the Company may become liable, as a direct or indirect result of carrying out any work required to be done on or to the Goods in accordance with the requirements or specifications of the Purchaser including any infringement or claim or infringement of any intellectual property right vested in another person, firm or company.

11. LIABILITY

11.1. The Company shall not be liable for any visible defects or non-conformities and/or for any shortage in the quantity delivered unless a claim in writing shall have been received by the Company from the Purchaser within 7 days of delivery of the Goods. Where liability for any shortage is accepted by the Company, the Company's only obligation shall be to make good such shortage.

11.2. The Company warrants that (subject to the other provisions of these Conditions), for a period of 12 months (or, in the case of software, 30 days) from delivery, the Goods will be free from material defects in material and workmanship and materially in accordance with the specifications provided by the manufacturer of the Goods.

11.3. The Company will perform the Services with reasonable skill and care.

11.4. The Company makes no warranty that software will operate uninterrupted or error-free.

11.5. The warranties in Condition 11.2 do not cover wear and tear and shall not apply to Goods which have been subjected to misuse or abuse, neglect, accident, damage, improper storage, improper installation or maintenance.

11.6 Subject to Conditions 11.4 and 11.5, if the Goods do not comply with the warranties in Condition 11.2 the Company shall at its option replace or repair such Goods free of charge or refund the price of such Goods provided that, if the Company so requests, the Purchaser shall, at the Purchaser's expense, return the Goods or the part of such Goods which is defective to the Company. The Purchaser's exclusive remedy for the Company's breach of the warranties under Condition 11.2 will be the Company's obligation to repair, replace or refund (in all cases at the Company's option). If requested by the Company, the Purchaser shall, at its own cost, take proceedings exclusively and directly against the manufacturer of the Goods. Any repaired or replacement Goods shall be guaranteed on these terms for the unexpired portion of the 12 month period.

11.7 Without prejudice to the repair or provision of replacement Goods, the Company's maximum aggregate liability (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Purchaser whether for any act causing harm (including negligence or breach of statutory duty), breach of contract (including deliberate, repudiatory breach by the Company), misrepresentation, restitution or otherwise shall in no circumstances exceed 50% of the cost of the relevant Goods or 50% of the cost of the relevant Services which give rise to such liability, as determined by the net price invoiced to the Purchaser.

11.8. The Company shall not be liable to the Purchaser for loss of profit, loss of business or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract, whether such loss or claim was foreseeable or in the contemplation of the parties and whether arising in or caused by breach of contract, any act causing harm (including negligence and breach of statutory duty), indemnity or otherwise.

11.9. Subject to the foregoing all conditions, warranties, representations and other terms expressed or implied by statute or otherwise are, to the fullest extent permitted by law, hereby excluded.

11.10. In the event of death or personal injury arising from the acts or omissions of the Company in relation to its performance of this Contract, the liability of the Company and its employees will be limited accordingly. To the extent permitted by law, the Company will not accept any liability whatsoever for any direct, indirect, incidental, special or consequential damages, whether due to its negligence or any other cause.

12. LICENCES AND CONSENTS

12.1. The Contract is conditional upon the obtaining of all licences or consents necessary for its performance (other than for the importation of the Goods by the Purchaser) in which connection the Purchaser shall sign all such forms and documents and render such other assistance to the Company as may be necessary.

12.2. The Purchaser shall obtain at its own expense any licence or consent required for the importation of the Goods by the Purchaser and if necessary or so required, shall produce evidence of the same to the Company on demand.

13. PURCHASER-OWNED MATERIALS

Title and risk of loss to Purchaser-owned materials that are in the Company's possession shall remain with the Purchaser. The Company shall not be liable for any loss or damage to Purchaser-

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owned materials stored by the Company unless caused solely by the Company's negligence. Payment by the Company for such loss or damage shall be limited to the direct manufacturing cost of the Purchaser-owned materials (if it is manufactured by the Purchaser or its affiliates), or the replacement cost (if it was purchased from a third party), in either instance less the salvage value. The Purchaser shall be responsible for insuring its materials against all loss or damage not caused solely by the Company's negligence. The Company assumes no liability for loss or damage to Purchaser-owned materials caused by any force majeure circumstance (as defined in Condition 14.2 below).

14. FORCE MAJEURE

14.1. The Company shall not be liable to the Purchaser for any loss or damage which may be suffered by the Purchaser as a direct or indirect result of the supply of the Goods or Services by the Company being prevented, hindered or delayed by reason of any force majeure circumstances.

14.2. In this Condition "force majeure circumstances" shall mean any act of war (whether declared or not) or terrorism, hostilities, any act of God, riot, strike, lock-out, trade dispute or labour disturbances, accident, power failure, unavailability of IT services, breakdown of plant or machinery, fire, flood, difficulty in obtaining workmen, material or transport or other circumstances whatsoever outside the control of the Company affecting the provision of the Goods or of raw materials therefor by the Company's usual source of supply or the manufacture of the Goods by the Company's normal means or the delivery of the Goods by the Company's normal route or means of delivery.

15. TERMINATION

If the Purchaser enters into a deed of arrangement or commits any act that could lead to a declaration of his or its bankruptcy or compounds with his or its creditors or if a receiving order is made against him or it or (being a company) it passes a resolution approving requesting that its bankruptcy be declared or that it is wound-up or any court of competent jurisdiction makes an order that the Purchaser be declared bankrupt or wound up (otherwise than for the purpose of amalgamation or reconstruction) or if a receiver, administrator or administrative receiver is appointed of any of the assets or undertaking of the Purchaser or if circumstances arise which entitle such court or a creditor to appoint a receiver, manager or administrator or which entitle such court to declare it bankrupt or make a winding-up order or if the Purchaser takes or suffers any similar action in consequence of debt or is subject to any procedure analogous to any of the foregoing or commits any breach of any part of this or any other contract between the Company and the Purchaser, the Purchaser must notify the Company as soon as practicable and the Company may stop any Goods in transit, suspend further deliveries and by notice in writing to the Purchaser immediately terminate the Contract without prejudice to the provisions of Condition 5.3 and to any existing claim.

16. WAIVER

If either party to the Contract fails to exercise or enforce or agrees to waive any of its rights under the Contract or conferred by law, such failure or waiver shall only apply to those circumstances and shall not operate so as to bar the exercise or enforcement of such right at any time or times thereafter.

17. NOTICES

Any notice required to be given hereunder in writing shall be deemed to have been duly given on the second business day in the United Arab Emirates after sending if sent by courier or registered airmail, or on the first business day in the United Arab Emirates after sending if sent by facsimile, provided that such notice is addressed to the party concerned at its last address communicated to the other party and that the sender can provide proof of sending.

18. HEADINGS

Headings to any of these Conditions are included to facilitate reference only and shall not affect the construction hereof.

19. SEVERANCE

If any Condition of the Contract (or part of any Condition) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that Condition or part-Condition shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other Conditions shall not be affected.

20. GOVERNING LAW AND ARBITRATION

The Contract shall be governed by and construed and interpreted in accordance with the laws of the United Arab Emirates. The parties hereby agree to submit any dispute arising out of or in connection with the Contract relating to the non payment of invoices, to the courts of the United Arab Emirates for settlement; however, the parties agree that all other disputes arising out of or in connection with this Contract, shall be submitted for settlement to the Dubai International Arbitration Centre. The seat of the arbitration shall be Dubai and the arbitration proceedings shall be in English. A single arbitrator shall be appointed in accordance with the applicable rules. The Company and the Purchaser agree that the award and any interim award(s) shall be final and binding upon them and they will do all things necessary so that such award(s) may be enforced.

21. TYPE OF SALES TRANSACTION

These Conditions do not apply to electronic or internet transactions. The websites used by the Purchaser to enter such electronic orders contain their own specific terms and conditions.