

BAHRAIN ALLOYS MANUFACTURING CO. W.L.L.

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شركة البحرين لصناعة السبائك المعدنية ذ.م.م.

ص.ب: ٥٣٤٣، المنامة - مملكة البحرين
هاتف: ١٧ ٨٣٠٠١١ (+٩٧٣) - فاكس: ١٧ ٨٣٠٠٦٠ (+٩٧٣)
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General Terms and Conditions of Sale, Deliveries and Services

1. The following terms and conditions apply to all sales, deliveries and services of Bamco to business partners. For the avoidance of doubt these terms and conditions do explicitly not apply towards business with individuals, acting as private consumers. General terms and conditions of our customers are not applicable, if not explicitly agreed in writing by Bamco. These terms and conditions shall apply to the entire business with our customer, even if they are not explicitly referred to in contracts and even before a contract has been signed.

2. All offers of Bamco are non binding, unless explicitly confirmed otherwise in writing. Binding offers are valid for 30 days from the date of the offer, if not stated otherwise in writing.

3. For the avoidance of doubt, a conclusion of a valid contract requires written order confirmation of Bamco or a mutually signed contract. Any change to an order confirmation requires written confirmation of Bamco - any change to a negotiated, agreed and mutually signed contract document requires a written, negotiated, agreed and mutually signed document. In case of contradiction in contract documents the following order of precedence shall apply:
- Bamco's order confirmation or a negotiated, agreed and mutually signed contract document.
- Bamco's offer
- Bamco's general terms and conditions of sale, deliveries and services
- all other documents related to the specific business.

4. All deliveries of Bamco will be made CIF, if not otherwise agreed and confirmed by Bamco in writing.

5. All information and data provided in brochures serve information purposes only and will only form part of a contract or an order confirmation if reference is made expressly in the contract and/or the confirmation.

6. All deliveries shall be made on the date specified in the order confirmation or the contract under the condition that the customer fulfilled all his obligations in time. A delay of delivery is possible and/or deliveries shall be rescheduled without Bamco being subject to any claims for damages in case of
a) events of force majeure
b) failure of customer to perform agreed advance payments or fulfill other obligations (documents etc.)
c) case of doubt whether customer is capable of performing the contract until such doubts are clarified
d) any other reasons beyond Bamco's control.

7. Bamco shall not be subject to liquidated damage or contractual fines or penalties in relation to any contractual defaults, i.e. late delivery, unless agreed by Bamco in writing.

8. In case the customer fails to perform any of his obligations in time, i.e. perform advanced payments, issue letter of credit or take delivery, Bamco is entitled to cancel the respective order or contract. Bamco also reserves the right to cancel the contract in case Bamco reserves the right to claim for damages and losses through such a default. In particular in such a case Bamco is entitled to claim costs and expenses incurred prior to the date of termination, including cancellation fees of subcontracts and a margin for the services and work done by Bamco.

9. In case that dispatch of goods is delayed due to customer's wish and/or customer's breach of obligation in accordance with section 6 or any other reason beyond control of Bamco, the risk of loss or damage of the goods shall transfer to the customer at the date originally agreed or originally scheduled to leave. After transfer of the risk of loss or damage the customer shall bear all cost regarding storage, insurance etc. However, title and ownership transfer to the customer after receipt of the contract price.

10. The price of the goods and the delivery are fixed in the order confirmation or the contract. Payments shall be done without any discounts or deductions. If not confirmed otherwise in writing all prices are exclusive all duties, VAT and other taxes and payment is due within 10 days after the date of issue of an invoice. Late payments will be subject to an interest charge at the prevailing rate subject to a minimum of 10 % per annum.

11. After receipt of the goods the customer shall examine the goods for any faults or short delivery. The customer shall report in writing all noticeable defects and short deliveries to Bamco within 7 business days after receipt of the goods. The customer shall not change the goods if they are held defect - changes according to examination shall be accepted by Bamco. The customer shall lose all rights regarding noticeable defects and short deliveries that are not reported within the aforementioned period or if the goods are changed.

12. Goods that were reported as defect in accordance with section 11 shall at the discretion of Bamco be repaired or newly delivered at Bamco's cost. The customer may ship back defect goods only with the prior consent of Bamco.

13. Bamco gives no warranties if not given in writing or by reference in the order confirmation or in the contract. Claims based on defects of the goods are subject to a limitation period of 12 months commencing at the date of delivery to the customer.

14. In case the customer disputes deliveries or parts of deliveries the customer shall be obliged to pay the agreed price and other associated cost for the undisputed part of the delivery without delay.

15. Bamco retains title of the delivered goods until they are fully paid. In case the customer processes Bamco's goods, Bamco will become owner of the produced goods. Customer will store assigned produced goods at his own cost on Bamco's behalf, until title is transferred to the customer after payment of the price. Bamco is entitled to demand separation of Bamco's goods from other goods if the customer is in payment default. If Bamco's goods or produced goods are sold, the customer assigns already now all claims for contract price of the respective business to Bamco.

16. Bamco is only liable for acts of gross negligence or cases of intent. This does not apply in case of a breach of material contractual duties by Bamco, in which the customer is entitled to claim for compensation of damages, but limited to the amount of damage that is typical and foreseeable and the claim shall not exceed the price for the goods. Bamco shall in no event be liable to the customer for any loss or damage resulting directly or indirectly from late delivery of the products. Bamco is in no event liable if Bamco cannot perform its obligations under this terms and conditions through causes beyond Bamco's reasonable control and force majeure, such as earthquake, flood, strike, labour disputes, government intervention, war, power and/or communication and/or plant failures and other disasters.

17. Nothing in these terms shall constitute a waiver of Bamco of any rights. Bamco's failure to exercise any rights shall also not constitute a waiver of these rights.

18. For all business relations of Bamco the laws of the Kingdom of Bahrain shall be applicable excluding and without application of a conflict of law rules. Nothing contained in these terms shall limit Bamco's rights under the applicable law. All disputes shall be solved amicably between the parties and, if such amicable resolution is not possible, shall be referred to the competent court at Bamco's location exclusively. If a provision of these terms is determined to be invalid or unenforceable, this shall have no effect on the remaining regulations of these terms. Invalid or unenforceable regulations shall be replaced by valid and enforceable regulations that cover the original commercial intention of the replaced clause.