VAD Technologies LLC
SALES TERMS AND CONDITIONS (PRODUCTS & SERVICES)

All sales made by VAD to the Purchaser are subject to these Terms. Purchaser's acceptance of these Terms shall be deemed by (i) Purchaser signing these Terms; or (ii) Purchaser providing a purchase order to VAD; or (iii) Purchaser's acceptance of any Product from VAD; whichever occurs first.

These Terms and any document(s) referred to in them constitute the entire agreement about VAD's sale of the Products to Purchaser and supersede all prior understandings, arrangements and agreements. ANY DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS IN ANY PURCHASE ORDER, INVOICE OR OTHER SUCH DOCUMENT SUBMITTED BY PURCHASER ARE HEREBY EXPRESSLY REJECTED AND SHALL HAVE NO FORCE OR EFFECT.

1.DEFINITIONS

1.1. "**Confidential Information**" means confidential information and documentation of VAD relating to the Products, their marketing, use, maintenance and software, including technical specifications
1.2. **"VAD"** means VAD Technologies LLC.
1.3. "**Intellectual Property**" means all trademarks, copyright and other intellectual property rights.
1.4. **"Purchaser"** means the person, business or company that is purchasing the Product from VAD.
1.5. **"Product"** means any product (including software) or service, where applicable, supplied to Purchaser by VAD and described in VAD's invoice.
1.6. "**Supplier**" means the manufacturer, publisher or licensor of a Product (as the case may be).
1.7. **"Supplier's Warranties**" means the warranties, if any, provided by the applicable Supplier of a particular Product.
1.8. "**Terms**" means these Sales Terms and Conditions (Products & Services).

2.ORDERS

2.1. All orders for Products placed by Purchaser:
  (a) must be made in accordance with VAD's order policy ("**Order Policy**") as informed by VAD from time to time; and
  (b) are subject to acceptance by VAD, and no order will be deemed to have been accepted by VAD unless Products are supplied or a back-order or delivery delay is confirmed in writing by an authorised representative of VAD to Purchaser.
2.2. VAD may reject any order placed by Purchaser if there is an insufficient supply of Products which prevents VAD from being able to fulfill such order.
2.3. VAD will not be bound by any terms attaching to Purchaser's order and, unless those terms are expressly agreed to in writing by an authorised representative of VAD, Purchaser agrees that those terms are hereby excluded.
2.4. ALL PRODUCTS SOLD TO PURCHASER ARE STRICTLY FOR RESALE TO END USERS (WHO PURCHASE FOR INTERNAL USE) IN THE COUNTRY(S) AS AUTHORIZED BY THE APPLICABLE SUPPLIER OF THE PRODUCTS.

3.NO CANCELLATION

3.1. Unless otherwise agreed in writing by an authorised representative of VAD, Purchaser may not cancel an order which has been accepted by VAD. Once a Purchase Order has been placed by the Purchaser and confirmed by VAD, the Purchaser is contractually obligated to make payment for such contracted goods.
3.2. If Purchaser's right of cancellation is agreed to by an authorised officer of VAD in writing, the right must be exercised by notice in writing from Purchaser to VAD not later than 7 days before the estimated date of shipment by the supplier or VAD (as the case may be).
3.3. Unless otherwise agreed in writing by an authorised representative of VAD, any deposit paid by Purchaser will be forfeited by VAD upon cancellation of an order.
3.4. Purchase Order cancellation by the Purchaser shall, at the sole discretion of VAD, may be treated as a state of 'Default by Purchaser' as per Clause 6.

4. PRICES

4.1. Quotations given by VAD to Purchaser are for informational purposes only and are subject to change without notice. No quotation shall be binding upon VAD unless expressly agreed in writing by VAD.
4.2. The prices of Products are subject to change without prior notice and are subject to currency fluctuations.
4.3. The final price will be as determined on the date of invoice.

5.PAYMENT

5.1. All amounts payable shall be paid in United Arab Emirates Dirham. For sake of clarity and understanding, the Purchaser becomes contractually obligated to make payment for the goods once the Purchase Order has been accepted by VAD and the goods are in process of being made available for delivery by VAD.
5.2. Purchaser must pay to VAD any amount Purchaser owed to VAD in full, despite any right of set-off that Purchaser may have.
5.3. Unless stated otherwise in these Terms (or in writing by VAD's authorised representative), all prices quoted for Products are exclusive of all taxes, handling, delivery, agents' charges and any other charge, duty or impost.
5.4. Purchaser must pay VAD, on demand, any tax (other than income tax) payable under these Terms, any matter or thing done under these Terms or any payment, receipt or other transaction contemplated by these Terms, including any goods and services tax, customs duty, excise duty, stamp duty, other duty, governmental charge, fee, levy or impost, together with any fine, penalty or interest payable because of a default by Purchaser.
5.5. Purchaser shall pay the full amount due to VAD under this clause and shall not deduct from that amount any tax in relation to purchase of the Products. Purchaser shall reimburse VAD for any taxes VAD pays on its behalf.

6.DEFAULT OF PURCHASER

6.1. If Purchaser fails to make payment in accordance with these Terms or arbitrarily without written agreement of VAD cancels a Purchase Order which has been accepted by VAD:
  (a) Purchaser will be liable to pay interest on any overdue amount at the rate of 3% above the prevailing EIBOR rate, or the highest rate permissible by law on the unpaid balance until paid in full; and/or
  (b) VAD may, in its sole discretion, declare all amounts owing by Purchaser to VAD on any account as immediately due and payable together with legal costs of enforcement; and/or
  (c) VAD may, in its sole discretion suspend the provision of credit to Purchaser until all amounts owing are paid for in full; and/or
  (d) VAD may, in its sole discretion, vary or cancel any credit facility it makes available to Purchaser from time to time.
6.2. Without prejudice to any of VAD's other rights under these Terms, if Purchaser breaches any of these Terms, VAD may, in its sole discretion, and without further liability to Purchaser:
  (a) refuse to make further supplies to Purchaser; and/or
  (b) terminate the relationship immediately.

7.DELIVERY

7.1. Products will be shipped [**Ex Warehouse (Dubai, United Arab Emirates)]**.
7.2. Delivery times advised to Purchaser are estimates only and VAD will not be liable for any loss, damage or delay suffered or incurred by Purchaser or its Purchasers arising from late or non-delivery of the Products.
7.3. VAD may make part deliveries of any order, and each part delivery will constitute a separate supply of the Products upon these Terms.

8.SOFTWARE

8.1. To the extent that a Product supplied under these Terms is a software then, in addition to these Terms, that software Product will be supplied subject to the terms and conditions of the relevant licence agreement applicable to it.
8.2. Software licence agreements may be packaged with the software, may be separately provided to Purchaser for execution or may require on-screen acceptance by Purchaser. Purchaser agrees to use the software Product in accordance with the terms and conditions of the relevant licence agreement.
8.3. Where the term "supply" is used in these Terms to refer to a software Product, such term means the sale and purchase of the licence to use that software Product.

9.INSPECTION AND ACCEPTANCE

9.1. In the case of all Products ordered, Purchaser must:

(a) (For non-software Products) inspect such Products upon delivery to Purchaser's premises.
(b) (For software Product) test or inspect such software Products upon those software Products being authorised by VAD for downloading by Purchaser.

9.2. If Purchaser alleges any matter or thing by which the Products do not accord with Purchaser's order, Purchaser must give written notice to VAD within 3 working days of delivery or downloading (as the case may be).

9.3. Failing such notice and to the extent permitted by law, the Products will be deemed to have been accepted by Purchaser.

10.TITLE AND RISK

10.1. Products supplied by VAD to Purchaser will be at Purchaser's risk immediately upon:
(a) delivery of the Products to the Purchaser, Purchaser's agent or into the Purchaser's custody or control; or
(b) collection of the Products by the Purchaser's nominated carrier or agent.

10.2. Purchaser must:
(a) effect and maintain with a reputable insurance company insurance for the Products, at its cost, against all risks as it thinks appropriate;
(b) note the interest of VAD on the insurance policy; and
(c) produce a certificate of currency of the insurance effected by Purchaser under this clause to VAD, upon request.

10.3. Risk in the Products will remain with Purchaser at all times unless VAD retakes possession of the Products in accordance with the Terms.

10.4. Title in the Products supplied by VAD to Purchaser will not pass to Purchaser and will remain the absolute property of VAD until such time as VAD has been paid by Purchaser all monies due and owing to it by the Purchaser in relation to any account. Title to those Products which are software remains with VAD and/or the applicable third party licensor(s) at all times.

10.5. Until the Products have been paid for Purchaser:
(a) must properly segregate and store the Products in such manner as to clearly indicate that they are the property of VAD.
(b) Purchaser may sell the Products and shall keep records of the Products in the ordinary course of its business as fiduciary agent for VAD and Purchaser agrees to deposit all proceeds of any such sale (including any proceeds received from any insurance claims) in a separate bank account and agrees not to mix the proceeds with any other monies and hold the monies on trust for VAD and shall immediately account for such proceeds to VAD.

10.6. If Purchaser has breached these Terms, Purchaser authorises VAD, at any time, to enter onto any premises upon which VAD's Products are stored to enable VAD to:
(a) inspect the Products; and/or
(b) reclaim the Products.

10.7. If Purchaser sells, disposes of or otherwise deals with Products or any part thereof before full payment has been received by VAD, Purchaser must advise VAD in writing, at such times as VAD may request, specifying full details of the Products sold, disposed of, utilised or otherwise dealt with.

10.8. Purchaser acknowledges that in the case of software Products, any refusal or failure to pay may result in cancellation of the licence to use the software Product.

10.9. Purchaser agrees that the provisions of this clause apply despite any arrangement under which VAD grants credit to Purchaser.

11.PRODUCT RETURNS

11.1. Returns will be dealt with in accordance with VAD's returns policy ("**Returns Policy**") as amended by VAD from time to time, a copy of which is available on request.

11.2. Purchaser must notify VAD in writing of any Products it wishes to return within 30 days from the date of the invoice relating to those Products.

11.3. Any substitute Products to be shipped to Purchaser in accordance with the Returns Policy will be sent by VAD to Purchaser by ordinary freight pre-paid.

11.4. VAD will not be liable for any damage or defects in the Products that have been caused by the improper storage, warehousing or transport, or by any neglect, abuse or improper use, installation, maintenance or unauthorised repair of VAD's Products.

11.5. The provisions of this clause do not extend to any Products which have been added to, varied, or otherwise modified by, any person other than VAD.

12.FORCE MAJEURE

12.1. If the performance of VAD's obligations under these Terms is prevented, restricted or affected by *Force Majeure* or *Acts of God* events including but not limited to fire, natural disasters, war and allied perils, terrorism, strike, lock out, raw material shortage, breakdown of plant, transport or equipment, riots or civil disturbances or any other cause beyond the reasonable control of VAD, VAD will give notice of such cause to Purchaser and after 90 days from the receipt by Purchaser of such notice, either party may terminate any affected orders without penalty.

13.WARRANTY

13.1. To the extent permitted by law,
(a) Products are covered by the Supplier's Warranties.
(b) VAD's entire responsibility with respect to express warranties for the Products is to pass on to Purchaser the benefit of any such Supplier's Warranties.
(c) The Supplier's Warranties are in substitution for all other terms, guarantees, conditions and warranties, whether implied by statute or otherwise (including implied warranties with respect to merchantability and fitness for purpose) and VAD expressly excludes all such other terms, guarantees, conditions and warranties.
(d) VAD does not warrant that repair facilities or parts will be available in respect of any of the Products.

13.2. Software Products are not warranted by VAD under these Terms. Such software Products are warranted in accordance with the relevant licence agreements governing their use.

14.LIABILITY

14.1. To the extent permitted by law, VAD will not be liable to Purchaser or any other person under any circumstances for any loss of use, profit, revenue, interest, goodwill or data, or for any injury or death to any person, or for any indirect, incidental or consequential damages sustained or incurred by Purchaser, whether such liability arises directly or indirectly as a result of:
(a) any negligent act or omission or willful misconduct of VAD or its employees or agents;
(b) the supply, performance or use of any Products or services; or
(c) any breach by VAD of its obligations under these Terms.

15.INTELLECTUAL PROPERTY

15.1. Purchaser acknowledges that:
(a) Intellectual Property embodied in or in connection with the Products and any related documentation, parts or software are the sole property of VAD or its Suppliers; and
(b) all Intellectual Property of VAD or its Suppliers may only be used by Purchaser with the express written consent of VAD or its Suppliers and such consent extends only to use essential for the purposes stated in it.

15.2. Purchaser must not register or use any trademarks, trade name, domain name, trading style or commercial designation or design used by VAD or its Suppliers in connection with the Products.

15.3. Purchaser will indemnify VAD against all liabilities, damages, costs and expenses which VAD may suffer or incur as a result of any work performed by VAD in accordance with Purchaser's specifications or as a result of the combination or use of the Products with other equipment, parts or software not supplied by VAD, and which results in the infringement of any Intellectual Property of any person.

15.4. VAD shall have no duty to defend, indemnify, or hold harmless Purchaser from and against any or all damages and cost incurred by Purchaser arising from any claim that the Products infringe a third party's Intellectual Property rights.

16.CONFIDENTIALITY

16.1. Purchaser acknowledges that VAD has disclosed and may from time to time disclose to Purchaser Confidential Information.

16.2. Subject to clause 16.5, Purchaser must:
(a) only use the Confidential Information solely for the purposes relating to its orders; and

(b) not disclose (whether directly or indirectly) to any third party the Confidential Information, other than is required to carry out such purposes.

16.3. If disclosure of Confidential Information to third parties is necessary, Purchaser will obtain from such third parties binding agreements to maintain in confidence the Confidential Information disclosed at least to the same extent as Purchaser is bound to protect VAD's Confidential Information under this clause.

16.4. This clause does not extend to any information which is:

(a) at the time of disclosure, rightfully known to or in the possession or control of Purchaser and which is not subject to an obligation or confidentiality;

(b) public knowledge (otherwise than as a result of a breach of this clause 18 or any other obligation of confidentiality);

(c) approved in writing by an authorised officer of VAD to be disclosed; or

(d) required to be disclosed by a government authority or by relevant laws provided that notice of any such required disclosure is first given to VAD.

17. COMPLIANCE

17.1. VAD and Purchaser agree to abide by all laws and regulations applicable to the performance of their respective obligations under these terms and conditions.

17.2. Purchaser agrees that it will not export, re-export, or otherwise distribute Products, or direct products thereof, in violation of any export control laws or regulations of the US, UAE or country of import. Purchaser warrants that it will not export or re-export any Products with knowledge that they will be used in the design, development, production, or use of chemical, biological, nuclear, or ballistic weapons, or in a facility engaged in such activities, unless Purchaser has obtained prior approval from the US Department of Commerce. Purchaser further warrants that it will not export or re-export, directly or indirectly, any Products to embargoed countries or sell Products to companies or individuals listed on the Denied Persons List published by the US Department of Commerce.

17.3. Purchaser has not made, and will not make, any direct or indirect payment, offer to pay, or authorization to pay, any money, gift, promise to give, or authorization of the giving, of anything of value to any government official, or the immediate family of any such official, for the purpose of influencing an act or decision of the government or such individual in order to assist, directly or indirectly, Purchaser in obtaining or retaining business, or securing an improper advantage.

17.4. All Products delivered to Purchaser hereunder may have additional restrictions on their use, including those specified by the Supplier. Purchaser is solely responsible for ensuring its adherence to any and all such restrictions and requirements and agrees to hold VAD harmless from all costs, fees, expenses, and liability arising from Purchaser's direct or indirect violation of same.

18.GENERAL

18.1. The current version of these Terms is available on request. VAD may amend these Terms at any time, by giving Purchaser notice by mail, e-mail or by posting a notice on VAD's website. By continuing to place orders for Products, Purchaser will be deemed to have accepted the revised Terms.

18.2. These Terms are in the English language only, which language shall be controlling in all respects and all versions in any other language shall not be binding on the parties. All notices made or given pursuant to the Terms shall be in the English language.

18.3. No variation of these Terms by the Purchaser shall be effective unless made in writing and signed by a duly authorized officer of both parties.

18.4. Any provision of these Terms which is held to be invalid or unenforceable will be read down to the extent necessary, but the remaining provisions will continue unaffected.

18.5. Purchaser agrees that failure or delay by VAD to exercise a right or power under these Terms shall not operate as a waiver.

18.6. Purchaser may not assign or attempt to assign any of its rights and obligations under these Terms.

18.7. These Terms shall be governed by and constructed in accordance with the English Law i.e. Law of England & Wales. The parties submit to the exclusive jurisdiction of the Courts of the Dubai International Financial Centre, Dubai, U.A.E.

I/We have read and fully understood the Terms. I/We agree to the Terms and undertake to comply with the Terms.

PURCHASER :	**SELLER :**
Company Name as per Trade / Business License : _____	**VAD TECHNOLOGIES LLC**
Registered Business Address of Purchaser : Contact Tel : Fax :	Registered business address : The Citadel Tower, Office 3904, 39th Floor Burj Khalifa Area (Business Bay), P.O. Box 114754, Dubai, U.A,E. www.vad.ae
(Signed for and on behalf of the Company) (Company Stamp/Seal) Name of Authorized Signatory : _____	(Signed for and on behalf of the Company) (Company Stamp/Seal) Name of Authorized Signatory : _____
Designation of Authorised Signatory : _____	Designation of Authorised Signatory : _____
Email : Contact Mobile : Contact Tel (Dir):	Email : Contact Mobile : Contact Tel (Dir) :
Place : _____, _____ Date : _____ City Country DD / MM / YY	Place : Dubai, United Arab Emirates Date : _____ City Country DD / MM / YY