

These general contractual terms and conditions (the "Conditions") will apply to all purchase orders (the "POs") for products (the "Products") placed with Qatar National Plastic Factory WLL (the "Company") and are governed by Qatari law regardless of the jurisdiction of the person or entity placing the PO (the "Purchaser"). The acceptance of these Conditions is undertaken by virtue of his placement of a PO with the Company for Products.

It is agreed therefore that the following Conditions apply unless specifically agreed in writing and confirmed by the Company.

- The terms of these Condition replaces all conditions, warranties, representations, statements, liabilities and other whatsoever implied by law to the extent allowed by law.
- By placing an order, the Purchaser is considered to be fully informed of and fully agreed upon these conditions.
- The definitive description of the Products shall be the Company's Part Numbers. No liability will be accepted by the Company for interpreting any other description.
- The Company reserves the right to update these Conditions of sale without notice and the new version shall apply to all new orders from the date following promulgation of the Company's website.

Price

- The selling price does not include any value added tax, sales tax or any other similar direct tax ("VAT").
- The price is ex-warehouse (Incoterms: Ex Works). Delivery options are available.
- Prices quoted are subject to alteration without prior notice. Quotations are valid only for the period of validity.
- All payment terms are calculated from the moment of delivery of a Product such that the payment for partial shipments of purchased Products under any given PO will be made in equivalent parts of the PO amount. For greater certainty it is understood that payments must be calculated from the date of the delivery of the Product and will be invoiced accordingly.

Ordering

- The Company carries stock of only certain Products and the list of such Products may change without notice ("Stock") all other Products sold are Non-Stock Products. All Products quoted from Stock are quoted subject to being unsold when the Purchaser's order is being assembled for Delivery.
- Orders for non-Stock Products will be subject to a minimum ordering quantity due to the waste of raw material involved in starting the machine. The minimum order quantity will be fixed from time to time without notice and will be advised at the time of placing the order. POs placed for Products below the minimum ordering quantity will not be subject to a limited delivery period unless a supplementary fee is paid.
- The cancellation or qualitative amendment or reduction below the minimum quantity of any PO for Non-Stock Products, once production has commenced, will incur costs chargeable to the Purchaser.
- Some Products may only be ordered in pack quantities.
- Products ordered shall be produced and tested according to the relevant standards required. In addition, generally, QPlast will apply European standards regarding the quality of materials and quantity recycled materials used.

Delivery

- The Company will not accept any liability for delays in delivery even if a delivery date has been quoted or agreed. No penalties may be imposed for either late or non conform delivery.
- Any Products received by the Purchaser, dispatched in error or otherwise unsuitable must be notified in writing to the Company within 2 working days, giving identifying information requesting the issuing of a "Returns Note" by the Company.
- In the event that the Company shall deliver a quantity of Products more than specified in the PO and such Products are unloaded at the premises or work location of the Purchaser, such Products shall be considered as having been purchased by the Purchaser at the same price and under the same terms and conditions as for the principal order, unless held ready for return or returned to the Company in good condition within fourteen (14) days from the moment of delivery. The Company shall collect the Products at its own expense but will not pay the cost of return if returned by the Purchaser.
- Claims for damaged Products cannot be accepted if Products were signed for as being 'complete' or 'in good condition'.
- Items will be accepted for return if :
 - (i) still in resalable condition (as determined by QPlast),
 - (ii) in any original packaging, and
 - (iii) under the following conditions:
 - (a) If the Product is sold from Stock for cash/cheque as a warehouse counter sale, the Product must be returned to QPlast Stores within 14 days of the Invoice date;
 - (b) If the Product is sold from Stock other than for cash/cheque as an warehouse counter sale, the Product must be returned within 30 days from Delivery date;
 - (c) If the Product is a Non-Stock Product manufactured for the Purchaser, the Product may not be returned unless the cost of the raw materials are paid by the Purchaser.
- Slight deviations in quality, sizes, colour and finish, which from a technical point of view are unavoidable, or under common commercial practice cannot serve as grounds for complaints.
- Shipment of Products will normally be made in part shipments/deliveries and quantities will be determined by the maximum carrying capacity of the vehicle. If smaller quantities are required, by the Purchaser then additional charges may be levied.
- Delays in unloading: QAR50 per hour delay after 3 hours. If no unloading for 6 hours, vehicle will return and forfeit of QAR600 new delivery charged.

Returns and Warranty Claims

- No Products returned by the Purchaser to the Company will be accepted unless accompanied during transit by a "Return Note" issued by the Company.



General Terms and Conditions for sale of Qatar National Plastic Factory Products

- Returns of correctly dispatched Products of saleable quality will be subject to a 20% restocking charge plus any delivery costs. Minimum restocking charge is QAR100.00 plus any delivery costs.
- Any claims concerning warrantable Products will only be considered after receipt of the completed Company Warranty Claim Form. In the event that the Products are not stored correctly on the Purchaser's premises or storage site, or where the installation has been carried out incorrectly or against international standards or the Company's recommendations, the warranty for the Products shall be void.
- The Company's Products are manufactured as a system in accordance with an applicable standard. Where the Purchaser orders the Company's Products for use with another manufacturer's fittings, the Company will deliver Products manufactured according to the relevant standard for use with its recommended fittings. In the event of any incompatibility of the Products with any third party fittings, the Company will have no liability whatsoever and the fact of such incompatibility shall not be used as a reason for the cancellation of the PO or the return of the Products.

Liability

- The Purchaser acknowledges that the Company's overall liability shall not exceed the cost of the Products.
- Products which are proved to be defective may be replaced at the discretion of the Company, always provided that there is a current guarantee recognised by the manufacturer of the Products.
- The limitation of liability due to failure of Products and/or due to design shall be limited to the value of the Products supplied by the Company and the Company shall have no liability whatsoever for loss or damage or any sort including loss of profits suffered by the Purchaser or any third party.
- It is the responsibility of all Purchaser to check the suitability and condition of all Products supplied by the Company before use.
- No liability will be accepted where the Company's Products have not been stored correctly and with due care on the Purchaser's premises or where generally accepted international standards of installation and the Company's recommendations have not been followed with due care and attention.

Title and Risk

- The risk of damage to the Products shall pass to the Purchaser upon delivery or collection of the Products. Delivery shall be considered complete from the moment when the Products pass over the side of the Company's delivery vehicle.
- Title in and to the Products shall not pass to the Purchaser until the Purchaser has paid to the Company all sums due, how so ever arising.
- Until title to the Products has passed to the Purchaser, the Products shall be held by the Purchaser in a fiduciary capacity for the Company and shall be stored in such a way that they are identifiable as the property of the Company.
- The Purchaser shall not permit or suffer any lien, charge or encumbrance to arise in respect of the Products.
- Where title in the Products has not passed to the Purchaser the Company shall be entitled to require the return of the Products and/or repossess the same and shall be entitled to sell the same to ensure that the sums then due are discharged together with any costs involved in repossessing and selling the Products.
- If the Products or any part of the Products are incorporated in or used as materials for any other product or system, the property and the whole of that product or system shall be vested in the Company until full payment has been made.

Terms of Payment

- For approved credit accounts, the invoice value is payable within the period of the credit granted.
- Companies that have concluded a credit arrangement with the Company are required to submit to the Company a valid CR, tax card and licence and to ensure any renewed CR, tax card and licence is submitted promptly to the Company. In the event that any of such renewed documents are not submitted within seven (7) days from renewal date, the credit arrangements shall be deemed cancelled by the Purchaser and any amounts shall become immediately due and payable.
- The Company may, at its discretion, charge interest on overdue payments at a rate of 6% per annum that shall be considered as a rental for the Products pending payment.
- In the event that the Purchaser shall make payment by cheque and such cheque shall not be honoured by the Purchaser's bank, the entire sum of all amounts owed by the Purchaser shall become immediately due and payable and a charge of QAR120 shall be payable to cover the cost of the returned cheque.
- The Purchaser will become liable for all debt collection costs incurred on overdue payments.

Governing Law

The construction, validity and performance of the contract shall be governed in all respects by Qatari Law and all disputes resolved before the courts of Doha.

Valid from September 8, 2018

Doha, Qatar August 28, 2018