



Standard Terms and Conditions for the Supply of Products and Services (UAE)

1. DEFINITIONS

In these Terms, the following expressions have the meanings set opposite unless the context requires otherwise:

“Business Day” means a day other than a Saturday, Sunday or UAE public holiday.

“Consequential Loss” means loss of profit, loss of revenue, loss of use, loss of contract, loss of goodwill, loss of production, loss of opportunity (whether direct or indirect) and any indirect or consequential loss or damage howsoever caused, whether or not foreseeable at the date of the Contract.

“Contract” means the agreement between Supplier and Customer comprising these Terms (as amended in writing), the quotation/proposal, and any documents expressly incorporated.

“Customer” means the party identified above or on the relevant ordering document forming part of this Contract which wishes to purchase the Work from the Supplier.

“Customer Group” means Customer, its clients of any tier, its and their affiliates and contractors of any tier, and the directors, officers and employees of all such entities, but not any member of Supplier Group.

“Goods” means the products, materials and/or equipment supplied.

“Incoterms” means Incoterms® 2020 published by ICC.

“Services” means any services (including rental) performed by the Supplier.

“Supplier” means Dron & Dickson Electrical and Cable Solutions LLC (License no: CN-1229370), incorporated and registered in Khalifa Economic Zone, Abu Dhabi, UAE.

“Supplier Group” means Supplier, its affiliates and subcontractors of any tier, and the directors, officers and employees of all such entities, but not any member of Customer Group.

“Third Party” means any person who is not a member of Supplier Group or Customer Group.

“UAE” means the United Arab Emirates.

“Work” means the Goods and/or Services.



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2. SCOPE AND ORDER OF PRECEDENCE

These Terms constitute a framework agreement and apply to all Supplier quotations, order acknowledgements and deliveries. Specific commercial terms (including price, quantities, delivery location, lead times, timescales, accompanying services, and customer dependencies) shall be set out in written instruction or equivalent documentation for the supply of Goods or provision of Services agreed in writing by the Supplier and the Customer and referencing these Terms ("**Purchase Order**"). These Terms, incorporating Purchase Orders take precedence over Customer's terms unless otherwise agreed in writing. In case of conflict, the order of precedence is: (i) any special conditions agreed in writing and incorporated into the relevant Purchase Order; (ii) these Terms; (iii) Supplier's quotation (which unless stated otherwise will be valid for a maximum of thirty days and is provided for informational purposes only and is not capable of binding acceptance without being incorporated into a duly executed Purchase Order). Marketing literature is illustrative only.

3. PRICE AND PAYMENT

3.1 Prices are as stated in the quotation and exclude taxes, duties, and third-party charges. Unless otherwise stated, invoices are due within thirty (30) days of date of invoice, in cleared funds, without set-off, withholding or counterclaim.

3.2 Late amounts accrue interest at the higher of one percent (1%) per month or three-month EIBOR + 3% per annum, calculated daily, to the extent permitted by applicable law. Supplier may suspend Work or withhold delivery for overdue accounts.

3.3 If Customer requires a purchase order reference, Customer shall notify Supplier with full details before delivery or commencement of Services. Customer's failure to do so will not entitle Customer to delay payment.

4. TAXES (VAT AND CORPORATE TAX)

4.1 All amounts are exclusive of UAE VAT. Customer shall pay VAT in addition at the applicable rate against a valid tax invoice and provide any information reasonably requested for VAT compliance. Supplier will issue tax invoices and credit notes in accordance with UAE Federal Decree-Law No. 8 of 2017 (as amended) and the Executive Regulations.



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4.2 Each party is responsible for its own corporate income tax, registrations and filings. If any withholding or deduction is required by law, Customer shall gross-up the payment so Supplier receives the amount it would have received absent such withholding, unless the deduction is mandated by UAE law and cannot legally be grossed-up.

5. ANTI-MONEY LAUNDERING, COUNTER-TERRORIST & PROLIFERATION FINANCING; SANCTIONS

5.1 Each party shall comply with the UAE AML/CFT/CPF framework (including Federal Decree-Law No. 10 of 2025 and its Executive Regulations) as applicable to it and shall maintain proportionate policies, customer due-diligence (KYC), record-keeping, training and suspicious activity reporting, as applicable.

5.2 Customer shall, on request, provide accurate ultimate beneficial ownership (UBO) information and other KYC data to enable Supplier to screen and onboard counterparties in accordance with law.

5.3 The Customer shall not directly or indirectly sell, supply, transfer, pay, or otherwise make funds, economic resources, goods or services, including those provided by the Supplier, available to or for the benefit of any person designated on the UAE Local Terrorist List or UN Consolidated List, or to jurisdictions subject to applicable sanctions, without lawful authorization. The Supplier reserves the right to conduct screening before order acceptance and prior to shipment. The Supplier may immediately suspend or terminate, without liability, any order under these Terms if the Supplier suspects that the Customer has or may breach this clause 5.3.

6. DATA PROTECTION AND PRIVACY (PDPL)

Where either party processes personal data in connection with the Work on behalf of the other, it shall comply with UAE Federal Decree-Law No. 45 of 2021 on the Protection of Personal Data (PDPL) and any binding regulations, decisions or other legal instrument issued thereunder, as well as any other applicable law concerning privacy and personal data protection. If Supplier acts as a processor on Customer's instructions, Supplier will: (i) process personal data only on documented instructions; (ii) implement appropriate technical and organizational measures; (iii) assist with data subject requests and breach notifications; (iv) require sub-processors to be bound by equivalent obligations; and (v) not transfer personal data outside the UAE except in compliance with PDPL transfer mechanisms. The parties shall execute a short form data processing addendum if reasonably requested.



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7. DELIVERY, RISK AND TITLE

7.1 Delivery of Goods is as per the quotation's stated Incoterms® 2020. Risk passes per the agreed Incoterm. Title to Goods passes only on full payment and notwithstanding that delivery may have taken place, the Supplier shall retain title to all Goods which are not paid for. Supplier may deliver early or in instalments.

7.2 If Customer fails to take delivery or to provide sufficient delivery information to Supplier, Supplier may store Goods at Customer's risk and expense and invoice as delivered. Additional costs of storage, insurance and handling are payable by Customer on demand from the Supplier. The Supplier shall be deemed to have delivered the Goods when such storage commences and shall be entitled to full payment for the Goods from the Customer.

7.3 Unless Customer gives Supplier written notice within three (3) working days from the date of delivery that the Goods are not in conformity with the Contract, Customer is deemed to have accepted the Goods.

7.4 Any shortage or damage to Goods observed by Customer at the time of delivery must be clearly stated upon the relevant delivery sheet and a written statement of the facts submitted to Supplier and the carrier within three (3) working days after the date of delivery, otherwise no claim will be entertained. The package and contents should be retained for examination.

8. RENTAL EQUIPMENT (IF APPLICABLE)

8.1 Customer is responsible for the safekeeping, proper use, and return of rental equipment in good condition (fair wear and tear excepted). From delivery until return to the location designated by Supplier, Customer bears the risk of loss or damage and shall maintain "all-risks" insurance naming Supplier as co-insured. Lost or damaged items are chargeable at repair or replacement cost, plus rental charges until repaired/replaced.

9. WARRANTY

9.1 All Goods supplied by Supplier are manufactured by third parties. Supplier warrants that new Goods will materially conform to specifications and be free from defects in materials and workmanship in accordance with back-to-back warranty terms applied by the original manufacturer of the Goods.



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Customer agrees that if it does not comply with the terms of the warranty and, as a result, the original manufacturer of the Goods is not liable for their replacement or repair, Customer shall hold the Supplier harmless and shall have no claim against the Supplier for any failure to implement the terms of the warranty. Customer acknowledges that failure to conduct proper preventative and responsive maintenance in accordance with the manufacturer's guidelines may contribute to or cause defect or deterioration in performance and Supplier shall not be liable for resulting issues. Customer must report any warranty claims without delay and Supplier shall not be liable for any additional defect or deterioration which occurs as a result of Customer's delayed reporting of issues. Services are warranted to be performed with reasonable skill and care in accordance with industry standards. Remedy for breach of the warranties set out in this clause is (at Supplier's option) repair, replacement or re-performance. Consumables, normal wear and tear, misuse, and unauthorised repair are excluded. These warranties are exclusive and in lieu of all other warranties to the maximum extent permitted by law.

10. COMMERCIAL AGENCY / DISTRIBUTION

Nothing in this Contract creates a registered commercial agency under Federal Law No. 3 of 2022 (as amended).

11. EXPORT CONTROL AND TRADE COMPLIANCE

Customer shall comply with all applicable export, re-export, transfer and import control laws (including UAE laws and, where applicable, the originating jurisdiction of the Goods). Customer shall not resell or divert Goods contrary to such laws and shall obtain all required licences and end-use/end-user assurances. Supplier's performance is conditional upon receipt of required authorizations.

12. HEALTH, SAFETY AND ENVIRONMENT

Each party shall comply with applicable HSE laws and site rules. Customer shall provide safe access, suitable facilities and a hazard-free environment for Supplier personnel at Customer worksites.



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13. FORCE MAJEURE

Neither party is liable for any failure or delay in performance to the extent caused by a Force Majeure event, being an event beyond its reasonable control (including acts of God, war, terrorism, epidemic/pandemic, strikes, government action, or supply chain disruptions). The affected obligations are suspended and time for performance shall be extended for the duration of the event. Either party may terminate affected Work not performed after sixty (60) days of continuous Force Majeure, with payment due for conforming goods and services delivered before the date of performance.

14. TERMINATION

Either party may terminate for material breach not remedied within thirty (30) days after written notice, or immediately if the other becomes insolvent or subject to analogous proceedings. Customer may terminate for convenience on thirty (30) days' written notice, paying for Work performed, committed costs, reasonable demobilisation, and a termination fee of twenty-five percent (25%) of the price of unperformed Work.

15. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

Each party shall keep confidential the other's non-public information. All intellectual property in Supplier pre-existing intellectual property and in deliverables developed by Supplier remains with Supplier, subject to a non-exclusive, non-transferable or sub-licensable licence granted to Customer for Customer's internal use of the Work in accordance with this Contract. No rights in Supplier's trademarks are granted. All rights of intellectual property owned by either Party are reserved.

16. NOTICES

Notices shall be in writing and delivered by hand, courier or email to the addresses stated in the quotation or as updated by notice. Notices take effect on receipt (or, for email, when sent if no delivery failure notice is received).

17. GOVERNING LAW AND DISPUTE RESOLUTION

This Contract is governed by the laws of the Abu Dhabi Global Market (ADGM).



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Any dispute arising out of or in connection with this Contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the Abu Dhabi International Arbitration Centre, which Rules are deemed to be incorporated by reference into this clause.

The number of arbitrators shall be three. The seat of arbitration shall be the Emirate of Abu Dhabi. The language to be used in the arbitration shall be English.

The award may be enforced in any court of competent jurisdiction.

18. ANTI-BRIBERY

Each party shall comply with applicable anti-bribery and corruption laws and maintain adequate procedures to prevent bribery. No party shall offer, give, solicit or receive any bribe or improper payment in connection with the Work.

19. GENERAL

19.1 If a part or whole of a provision is invalid, the valid part and/or the remainder of the provisions, as applicable, remain in force.

19.2 Neither party may assign the Contract without the other's consent (not to be unreasonably withheld), except Supplier may assign to an affiliate or for financing purposes.

19.3 This Contract is the entire agreement and may be amended only in writing signed by both parties. Each party undertakes to the other that it has not entered into this Contract in reliance on any statement made by the other party that is not set out expressly in this Contract. Nothing in this clause relieves a party from liability for fraud.

20. INDEMNIFICATION AND INSURANCE

20.1 KNOCK-FOR-KNOCK PRINCIPLE (MANPOWER SERVICES ONLY). Notwithstanding any provision of law and regardless of cause and irrespective of negligence or breach of duty (statutory or otherwise), strict liability or other fault of any member of Supplier Group or Customer Group, each party agrees to be responsible for and shall defend, indemnify and hold harmless the other party's



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Group from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities arising out of or in connection with the provision of Manpower Services by the Supplier in respect of: (a) personal injury to, illness or death of personnel in its own Group; and (b) loss of or damage to property of its own Group. This allocation applies even if caused in whole or in part by the negligence (whether sole, concurrent, active or passive), breach of duty or strict liability of the indemnified Group. For the purposes of this section, “**Manpower Services**” means Services where the Supplier provides, manages, or sources personnel under deployment in the Customer’s business. For avoidance of doubt, Manpower Services does not include Services provided by the Supplier’s personnel under its own independent direction and control.

20.2 LIABILITY FOR SUPPLY OF GOODS

(a) It is Customer’s responsibility to determine that the Goods are sufficient and suitable for the purpose to which they are to be put. Without prejudice to the warranty in clause 9, Supplier shall not be liable for any failure of the Goods to meet the Customer’s needs.

(b) Supplier’s liability for defective Goods shall be limited to the warranty remedies set out in clause 10 (Warranty). Subject to clause 20.3, Supplier shall have no further liability, whether in contract, tort or otherwise, in respect of any defect in Goods delivered or for any injury, damage or loss resulting from such defects.

20.3 CUSTOMER-ASSUMED RISKS. Without limiting clause 20.1, Customer shall be responsible for and shall defend, indemnify and hold harmless Supplier Group from and against all claims, losses, damages, costs (including legal costs), expenses and liabilities arising out of or relating to: (a) any personal injury to, illness or death of Customer’s or Supplier’s personnel, Customer’s or Supplier’s client’s personnel and Customer’s or Supplier’s other contractors’ personnel caused by Customer’s negligence or default; (b) the possession, use, operation, transportation, loading or unloading of the Goods after delivery per the applicable Incoterm; (c) loss of or damage to Supplier’s property including rental equipment while in Customer’s care, custody or control (fair wear and tear excepted), including retrieval, recovery and repair or replacement costs and continuing rental until repaired or replaced; **(d)** any loss of or damage to Customer’s property, Customer’s client’s property and Customer’s other contractors’ property, unless caused by the negligence or default of the Supplier; and (e) any pollution or contamination emanating from Customer Group’s property or facilities.

20.4 SUPPLIER-ASSUMED RISKS. Without limiting clause 20.1 and subject to clause 20.3, Supplier shall be responsible for and shall defend, indemnify and hold harmless Customer Group from and



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against all claims, losses, damages, costs (including legal costs), expenses and liabilities arising out of or relating to: (a) personal injury to, illness or death of Supplier Group personnel arising in connection with the performance of the Services at Customer's site.

20.5 THIRD-PARTY CLAIMS. Subject to the knock-for-knock allocations above, each party shall be responsible for third-party claims to the extent caused by its own negligence or breach of duty. "Third Party" has the meaning in clause 1.

20.6 EXCLUSIONS FROM KNOCK-FOR-KNOCK. The knock-for-knock regime does not apply to: (a) supply of Goods or any Services other than Manpower Services; (b) infringement of intellectual property rights (addressed in clause 15); (c) breach of confidentiality (clause 15); (d) fines and penalties imposed by a competent authority on the party in breach; or (e) wilful misconduct or fraud of the responsible party. For the avoidance of doubt, simple or gross negligence shall remain within the scope of the knock-for-knock regime where it applies.

20.7 EXPRESS ENFORCEABILITY. The indemnities in this clause 20 are intended to be enforceable to the fullest extent permitted by UAE law and shall survive termination or expiry of the Contract.

20.8 INSURANCE—GENERAL. Each party (the "Insuring Party") shall, at its own cost, procure and maintain in full force during the Contract and for the period specified below the following minimum insurances with insurers of good standing:

(a) Employers' Liability / Workers' Compensation as required by UAE law and, where available, Employers' Liability with a limit not less than AED 5,000,000 per occurrence;

(b) Commercial General Liability (including Public and Products/Completed Operations Liability) with limits not less than AED 10,000,000 per occurrence and in the aggregate;

(c) Automobile/Motor Liability (owned, non-owned and hired) with a combined single limit not less than AED 5,000,000 per occurrence;

(d) Professional Indemnity / Errors & Omissions (if Services include engineering or advisory services) with a limit not less than AED 2,000,000 each claim and in the aggregate for the duration of the Services and for twelve (12) months thereafter; and



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(e) Property / All-Risks or Equipment “Inland Marine” coverage on owned or leased equipment for full replacement value, including while in transit and at Customer sites.

20.9 INSURANCE—RENTAL EQUIPMENT. Where rental equipment is supplied, Customer shall maintain “all-risks” insurance for loss or damage to such equipment for its full replacement value from delivery until return to the location designated by Supplier, and shall name Supplier as loss payee and co-insured (as its interests may appear).

20.10 INSURANCE TERMS. Where permitted by law, the Insuring Party shall: (a) name the other party and its affiliates as additional insureds under the policies in 11.7(b)–(c) and any project-specific policies to the extent of the indemnities and liabilities assumed herein; (b) provide waivers of subrogation in favour of the other party; (c) ensure such insurance is primary and non-contributory to any insurance maintained by the other party; and (d) provide certificates of insurance upon request and at renewal. Deductibles are for the Insuring Party’s account.

20.11 NO LIMITATION BY INSURANCE. The insurance requirements do not limit or cap the contractual indemnity or liability allocations; however, nothing in this Contract requires either party to insure the other party’s Consequential Loss.

21. LIMITATION OF LIABILITY

21.1 AGGREGATE CAP. Subject to clause 20.1 and 21.3, Supplier’s total cumulative liability to Customer Group arising out of or in connection with any Purchase Order (whether in contract, tort, statute or otherwise) shall not exceed one hundred percent (100%) of the price paid by the Customer under such Purchase Order, or if the claim relates to specific Work, the price paid for that specific Work.

21.2 WAIVER OF CONSEQUENTIAL LOSS. Each party agrees that it shall have no liability to the other for Consequential Loss, and each party shall be responsible for its own Group’s Consequential Loss as allocated in clause 20 (Knock-for-Knock).

21.3 NON-EXCLUDED LIABILITIES. Nothing in this Contract excludes or limits liability for fraud, wilful misconduct or gross negligence. The parties’ knock-for-knock indemnities in clause 20.1 are intended to take precedence over any cap to the extent necessary to give effect to the risk allocation.

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Dron & Dickson

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Cable Solutions
WORLDWIDE



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21.4 EXCLUSIVE REMEDIES. Except as expressly provided in clause 9 (Warranty) and clause 20, the remedies set out in this Contract are exclusive and in substitution for any other remedies available at law or equity to the extent permitted by applicable law, provided that nothing in this clause shall exclude or limit any remedy that cannot be excluded or limited under mandatory provisions of applicable law.