

General Terms and Conditions

General Terms and Conditions for the **Sale of Goods**

(Hereinafter: "General Terms")

The following general terms and conditions of sales (hereinafter referred to as the "**Terms and Conditions**") shall apply to all sales by Rampal Cellular Stockmarket Ltd. and/or its subsidiaries and related companies (hereinafter "**RCS**"), to RCS's customers (hereinafter referred to as "**Customer**"). These Terms and Conditions apply until further notice and may be amended by RCS from time to time without prior notice. Updated versions of these Terms and Conditions will be made available at _____ and will always supersede previously published Terms and Conditions. The Customer hereby acknowledges and consents that unless explicitly stated otherwise the amended Terms and Conditions is hereby accepted.

- 1. The Agreement** – These General Terms and the appendices thereto, in conjunction with the Proforma Invoice issued by RCS (hereinafter "**PI**"), constitute the Agreement between RCS and the Customer who signed the PI ("**Agreement**"). The Customer and RCS hereby acknowledge and consent that an email confirmation approving a given PI ("**Email Consent**") shall constitute a signature and consent to the terms set for in the PI and such PI to which an Email Consent has been made shall be deemed as a "signed" PI. The General Terms form an integral part of the Agreement, and the Customer's signature on these Terms and Conditions shall be deemed as consent to have these Terms and Conditions govern each signed PI. The Agreement shall supersede all other agreements, including, but not limited to, any purchase order sent by the Customer, if any such order was sent. The Customer shall not be entitled to cancel or amend the terms of this Agreement without RCS's prior written consent.
- 2. The Transaction** – RCS hereby sells the products set forth in each relevant PI (hereinafter "**Goods**") to the Customer and the Customer hereby purchases the Goods from RCS, according and subject to the terms of this Agreement.
- 3. Payment** –The Customer undertakes to pay RCS for the Goods in the amount set forth in the PI.
- 4. Terms of Payment** –The terms of payment shall be as indicated in the PI. All deposits are nonrefundable unless RCS is unable to supply the Goods as stated in the relevant PI. RCS reserves the right to apply any payment made by the Customer to another debt incurred from a previous transaction with the Customer. RCS reserves the right to hold, at its discretion, any or all funds remitted by the Customer for the purpose of applying credit towards any of the Customer's prior purchases.
- 5. Delivery** –The place of delivery shall be as indicated in the PI. Shipments shall be in accordance with Incoterms 2010.

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6. **Title** –Title to the Goods shall pass to the Customer only after full payment for the Goods has been made to RCS, and RCS has explicitly instructed such transfer by a written release notice to the freight forwarder. Should the Customer fail to make full payment within 48 hours of delivery of the Goods or as otherwise stated in the PI, RCS shall be entitled to sell the Goods to a third party and retain the deposit.
7. **Delivery and Inspection of Goods** – The Customer shall inspect the Goods immediately upon receipt of the Goods, and in any event such inspection must be done at the freight forwarder's warehouse and no later than within 48 hours. In the event that the Customer has identified any damage or shortage of Goods he must notify RCS for continued treatment. RCS is not responsible for damage or shortage when reported once any shipment has left the destined freight forwarder's premises whether an inspection by the Customer was actually carried out or not. Regardless of the shipping terms, pallets/cartons which, on arrival, are still sealed from origin will not be covered by RCS's insurance policy. In cases of damage to or loss of goods insured by RCS, RCS will compensate the Customer according to the maximum coverage of insurance policy (97% of loss value), provided that the procedure in Appendix A to these Terms and Conditions has been followed in full.
8. **Third Parties** –Nothing contained herein shall be interpreted as providing any rights to a third party who is not a party to this Agreement or as granting any third party the right to demand performance of any obligations established herein.
9. **Goods and Export** - RCS sources leading-brand trade-marked goods from all over the world. While these are always genuine products, their export or re-export all over the world and their final destination will depend on the Customer. It is the Customer's sole responsibility to, where applicable, obtain the trade mark owner's permission for sale in a particular market. RCS specifically and expressly excludes and disclaims any responsibility and liability as well as any claim for rescission of contract or damages in cases where distribution and other rights of the trade mark owner are not exhausted in the case of a particular jurisdiction with respect to any particular consignment(s).
10. **RCS's Limited Warranty** – RCS's distribution and sale of the Goods is subject to the manufacturer's warranty only as may be applicable. RCS does not provide any other warranties, express or implied. RCS does not provide any warranties regarding the quality of the Goods, or of their fitness for particular purpose. RCS shall not be liable for any difference, should any such difference exist, between the coverage of the manufacturer's warranty and the legal requirements that may apply to the Goods. The terms of the manufacturer's warrant may be different and altered in accordance with the market the Goods are sold. Where the Customer intends to re-sell these

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goods directly to consumers in any particular market, it is the Customer's sole responsibility to ensure that the terms of warranty of onward sale to consumers meets the minimum requirements of that particular market in which the goods are to be sold. RCS hereby specifically and expressly excludes and disclaims any responsibility and liability for differences and discrepancies between the terms of the manufacturer's original warranty and those mandated by the laws of a particular market or jurisdiction, the sole responsibility for which shall lie with the Customer. Any request or demand made by the Customer in connection with the warranty shall be made directly to the manufacturer and RCS shall not be liable with respect to any such request.

- 11. Limitation of Liability and Release** – The Customer hereby releases RCS from any liability in connection with this Agreement, other than what is expressly contained herein. RCS shall not be liable, and the Customer shall not be entitled to any damages, whether indirect, special or consequential, for any damages incurred in connection with the Goods and/or this Agreement. In any event, RCS's liability shall be limited to the cost of the Goods or to that portion of the consideration which was actually paid to RCS, whichever is lower. Customer relinquishes all rights to pursue RCS for recompense, in any way shape or form. Customer exempts RCS and holds it harmless from any and all liabilities arising from the sale, use, whether direct or indirect, or any other circumstance(s) as it pertains to the Goods or any consequential or third party claims.
- 12. Force majeure** – RCS is not responsible for any damage incurred in connection with the Agreement or for any delay in the delivery due to conditions that are not under RCS's control (such as, for example, acts of force majeure, wars, natural disasters or man-made disasters, plagues, shortages of materials, strikes, terrorist acts, delays in transportation, or an inability to obtain personnel or materials from regular sources) or because of acts or omissions of the manufacturer of the Goods and/or of the Customer. RCS may cancel this Agreement in the event of a delay or failure to supply due to conditions that are beyond RCS's control.
- 13. Use of the Goods** – The Goods will be used only in accordance with the manufacturer's instructions and warranty. If the Customer uses the Goods or sells them for a use which deviates from the manufacturer's instructions, the Customer confirms that such sale or use will be at the Customer's exclusive responsibility.
- 14. Choice of Law and Jurisdiction** – These Terms and Conditions are governed by the laws of England and Wales, excluding any such law(s) that might direct the application of the law(s) of another jurisdiction. Any dispute arising from or in connection with these Terms and Conditions, including the validity, invalidity, breach or termination thereof shall be exclusively and finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the Said Rules. All arbitration proceedings shall be

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conducted in English and it shall take place in London, England. The arbitral award is final and binding upon both parties. RCS is, however, entitled to bring an action before the ordinary court against the Customer regarding payments due to these Terms and Conditions and any other issue related thereto.

15. **No Waiver** - No waiver by RCS of any of its rights will be valid unless done in writing, and if it is valid, it will only be valid for its particular time and matter, and will not create a precedent with regard to the future exercise of such rights. If RCS fails, in a particular instance, to use any of the rights given to it in this Agreement, such failure may not be seen as a waiver of such rights in another instance, and such behavior does not indicate any waiver whatsoever of any rights or obligations pursuant to this Agreement.
16. **Severability** - The provisions of this Agreement are severable, and if any one or more provisions is determined to be illegal, indefinite, invalid or otherwise unenforceable, in whole or in part, the remaining provisions of this Agreement shall continue in full force and effect and shall be binding and enforceable.

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Appendix A

Procedure to be followed in case of loss or damage

In order to allow us to be able to achieve a satisfactory outcome should an insurance claim be necessary, it is the responsibility of the Customer or anyone on its behalf to ensure careful adherence to the instructions below.

1. Shipment should be immediately picked up upon its arrival. Overnight storage at an airport should be avoided.
2. External inspection must be done at pick-up. All discrepancies must be duly documented. Report of any suspicion of loss or damage must be made in the presence and given to the forwarder, or to the airline's clearing agent in the event pick-up is done directly from the airline. The shipping documents should be clearly marked and the damage statement shall be made in detail by stating the extent of the damage suspected or noticed.
 - * When goods are delivered on a pallet, measures to ensure that the pallet and its seals are examined immediately.
 - * In case of visible discrepancy – Customer should NOT ACCEPT THE SHIPMENT. Customer must call in such event a certified surveyor, who should record clearly the state of the shipment, and the extent of the damage.
 - * The survey must take place at the airline's cargo agent's premises prior to pick-up.
3. Care must be taken to minimize loss or damage and to avert future loss or damage.
4. No alterations to the condition and packing of goods before arrival of the surveyor should be made unless
required by RCS
or
required to prevent further loss (clause 3 above)
5. All relevant documents (CDR, letter of complaint to us, protest letter to airlines, survey report) must be sent to RCS within 5 days of receipt of the shipment.

PLEASE NOTE: Where a shipment is received at destination without the ground conditions specified, it will be considered as having been released at Customer's own risk.

We hope that it will not be necessary to make an insurance claim but trust that in such a case we will have your full cooperation with respect to the above.