

## **Terms and Conditions**

The sale of products/solutions and services (Products) by “Horizon line FZE”. Are subject to these terms and conditions (agreement) regardless of other or additional terms or conditions that conflict or contradict this agreement in any purchase order, document, or other communication (Order) preprinted terms and conditions on any customer (Customer) document (for example: purchase orders or confirmations.) And/Or “Horizon Line’s” failure to object to conflicting or additional terms will not change or add to the terms of this agreement.

1. **ORDERS:** All Orders are subject to acceptance by “Horizon Line”. “Horizon Line” reserves the right to allocate the sale of Products among its customers. Orders for special, custom, value-added and Products specifically identified by “Horizon Line” as nonstandard are non-cancelable and non-returnable (NCNR). The Customer may not cancel or reschedule Orders for standard Products without “Horizon Line” consent. The performance of any value-added service may void the manufacturer’s warranty and render products non-returnable.

2. **PRICES:** “Horizon Line” quoted prices apply for 30 days or as otherwise stated in its quote. “Horizon Line” may increase prices if “Horizon Line” costs increase or other circumstances beyond “Horizon Line’s” reasonable control. Prices are for Products only and do not include taxes, impositions and any other charges, fees, shipping charges and duties imposed by any government authority. Customer is responsible for any additional fees and taxes.

3. **TERMS OF PAYMENT:** Payment of the total invoice amount, without offset or deduction, will be paid in advance or will be enhanced on the invoice of each order. On any past due invoice, “Horizon Line” may charge interest from the payment due date to the date of payment (at 3% per month), plus reasonable attorney fees and collection costs. “Horizon Line” may change the terms of Customer’s credit at any time. “Horizon Line” may apply payments to any of Customer’s accounts.

4. **DELIVERY AND TITLE:** Customer is responsible for all shipping costs and any applicable surcharges. Title and risk of loss pass to Customer upon delivery of the Products to the carrier. “Horizon Line” delivery dates are estimates only and “Horizon Line” is not liable for delays in delivery. “Horizon Line” reserves the right to make partial shipments and Customer will accept delivery and pay for the Products delivered. A delayed delivery of any part of an Order does not entitle Customer to cancel other deliveries.

5. **ACCEPTANCE OF PRODUCTS AND PRODUCT RETURNS:** Customer must notify “Horizon Line” in writing of any damage, shortage, or other discrepancy to Products within 15 days after delivery. After the 10th day Customer is deemed to have accepted the Products and may not revoke acceptance. Customer cannot return Products without a return material authorization (RMA) number. Returned Products must be in original manufacturer’s shipping cartons or equivalent. Customer must return all Products, freight prepaid, as specified in the RMA and pay any restocking charges. At “Horizon Line” discretion, “Horizon Line” will return all Products not eligible or return to Customer freight collect, or hold Product for Customer’s account at Customer’s expense.

6. **WARRANTY:** “Horizon Line” will transfer to Customer any Product warranties and indemnities authorized by the manufacturer, including any transferable warranties and indemnities for intellectual property infringement. “Horizon Line” warrants the Products will conform to the manufacturer’s specifications. Value-added work performed by “Horizon Line” on Products will conform to Customer’s specifications. “Horizon Line” makes no other warranty, express or implied. “Horizon line” makes no warranty of merchantability, fitness for purpose or non-infringement. If Products do not meet manufacturer’s specifications or if value-added work by “Horizon Line” does not meet Customer’s specifications, “Horizon line” has the option to (1) repair the Products, (2) replace the Products at no cost to Customer; or (3) refund Customer’s purchase price. Customer must return Products to “Horizon Line”, along with acceptable proof of purchase, within 30 days from date of delivery, freight charges prepaid.

7. LIMITATION OF LIABILITY: “Horizon Line” is not liable for, and customer is not entitled to any indirect, special, incidental or consequential damages; for example, loss of profits or revenue, loss of data. Loss of use, rework, manufacturing expense, injury to reputation, or loss of customers. Customer’s recovery from “Horizon Line” for any direct damages will not exceed the price of the product at issue. Customer will indemnify, defend and hold “Horizon Line” harmless from any claims based on; (i) “Horizon Line” compliance with customer’s designs, specifications or instructions, (ii) modification of any products by anyone other than “Horizon Line” or (iii) use in combination with other products.

8. FORCES BEYOND CONTROL: “Horizon Line” is not liable for failure to fulfill its obligations for any accepted Order or for delays in delivery due to causes beyond its reasonable control, (for example: acts of God, acts or omissions of the Customer, man-made or natural disasters, epidemic or medical crises, materials shortages, strikes, acts of terrorism, delays in transportation, or inability to obtain labor or materials through its regular sources).

9. USE OF PRODUCTS: Products are not authorized for use in critical safety or other applications where a failure may reasonably be expected to result in personal injury, loss of life, or catastrophic property damage. If Customer uses or sells the products for use in any such applications, Customer acknowledges that such use or sale is at Customer’s sole risk. Customer will indemnify, defend and hold “Horizon Line” and the Product manufacturer harmless from and against any and all liabilities and costs arising out of or in connection with such use or sale.

10. EXPORT/IMPORT: Certain Products sold by “Horizon Line” and other related technology and documentation are subject to export control laws, regulations and orders of the United Arab Emirates and the export or import control laws and regulations of other countries. Customer will not directly or indirectly export or divert any Products and other related technology and documentation to any third party or country where such export or transmission is restricted or prohibited. Customer agrees it is responsible to obtain any license to export re-export, or import as may be required.

11. PRODUCT INFORMATION. Product information, including information related to a Product’s specifications, export/import control classifications, uses or conformance with legal or other requirements, is obtained by “Horizon Line” from its suppliers or other sources. Such information is provided by “Horizon Line” on an “AS IS” basis. “Horizon Line” makes no representation as to the accuracy or completeness of the Product information, and disclaims all representations, warranties and liabilities under any theory with respect to the Product information, including any implied warranties of merchantability, fitness for a particular purpose, title and non-infringement. “Horizon Line” recommends Customer validate any Product Information before using or acting on such information. All Product information is subject to change without notice. “Horizon Line” is not responsible for typographical or other errors or omissions in Product Information.

12. GENERAL:

- a. The laws of the State of UAE will exclusively govern any dispute between “Horizon Line” and Customer.
- b. Customer may not assign this Agreement without the prior written consent of “Horizon Line”.
- c. This Agreement can only be modified in writing signed by authorized representatives of both “Horizon Line” and Customer.
- d. Statements or advice (technical or otherwise) if given without charge, are an accommodation to Customer and “Horizon Line” has no responsibility or liability for the content or use of such statements or advice.
- e. “Horizon Line” failure to object to any document, communication, or act of Customer will not be deemed a waiver of any of these terms and conditions.
- f. The unenforceability of any of these terms or conditions will not affect the remainder of the terms or conditions.
- g. Products, including software or other intellectual property, are subject to any applicable rights of third parties, such as patents, copyrights and/or user licenses.
- h. Customer and “Horizon Line” will comply with applicable laws and regulations.